Strategic Command, Defence Digital

Tactical Systems Delivery Team (TacSys)

Contract No 704292450

for
The Provision of MULTI-MODE RADIO (MMR) and Associated Ancillaries

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland. **And** **L3Harris Communications Systems UK Limited**	
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Conditions of Contract

1. General

1.1 The defined terms in the Conditions of Contract and the meaning as ascribed to them are as set out in Schedule 1 (*Definitions)* to the Contract or in the Terms and Conditions of the Contract.

1.2 The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

1.3 The Contractor warrants and represents that:

1.3.1 it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;

1.3.2 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 itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;

1.3.3 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 its winding-up 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;

1.3.4 for so long as the Contract remains in force it 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 its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

1.4 Unless the context otherwise requires:

1.4.1 The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.

1.4.2 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.

1.4.3 The expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.

1.3.4 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.

1.3.5 The heading to any Contract provision shall not affect the interpretation of that provision.

1.3.6 Any decision, act or thing which the Authority is required or authorised to take or do under this Contract may be taken or done only by the Authority’s Representative (Commercial) as detailed at Schedule 9 *(Representatives)* to the Contract to take or do that decision, act, or thing on behalf of the Authority.

1.5 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

2.1 The Contract comes into effect on the Effective Date and shall continue until **30th June 2025** (the "Term"), unless otherwise terminated under the provisions of the Contract or otherwise lawfully terminated.

3. Entire Agreement

3.1 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 3 (*Entire Agreement*) shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

4.1 This Contract shall be considered as a contract made in England and subject to English Law.

4.2 Subject to Condition 68 (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.

4.3 Any dispute arising out of or in connection with this 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 (*Governing Law*) and for the enforcement of any judgment, order or award given under English jurisdiction.

4.4 Each Party warrants to each other that entry into this Contract does not, and the performance of this 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 this 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.

4.5 Each Party agrees with each other Party that the provisions of this Clause 4.5 of this Condition 4 (Governing Law) shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

4.6 Where the Contractor's place of business is not in England or Wales, the Contractor irrevocably appoints the solicitors or other persons in England and Wales as its agents to accept on its 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 arising out of or relating to this Contract or any issue connected therewith

5. Precedence

5.1 If there is any inconsistency between the provisions of the of the Contract and the Schedules, the Appendices and/or the Annexes, or between any of the Schedules, the Appendices and/or the Annexes, the inconsistency shall be resolved according to the following descending order of priority:

5.1.1 The main body of this Contract shall be given equal precedence with Schedule 1 (*Definitions*) and Part 1 (DEFFORM 110) of Schedule 2 (Schedule of Requirement) to the Contract and, Schedule 4 *(Acceptance Procedure),* Schedule 5 *(Pricing and Payment Plan),* Schedule 6 *(Contract Change Procedure)* and Schedule 14 *(Intellectual Property Rights)* Part 2 (*Statement of Requirement*) to Schedule 2 (*Schedule of Requirements*) to the Contract.

5.1.2 main body of this Contract shall be given equal precedence with Schedule 1 (*Definitions*) and Part 1 (DEFFORM 110) of Schedule 2 (Schedule of Requirement) to the Contract and, Schedule 4 *(Acceptance Procedure),* Schedule 5 *(Pricing and Payment Plan),*

5.1.3 Schedule 3 (*Statement of Work – Contractor's Proposal*) to the Contract.

5.1.4 The remaining Schedules and their respective Appendices and Annexes to the Contract; and

5.1.5 Any other documents expressly referred to in the Contract.

6. Amendments to Contract

6.1 All amendments to the Contract shall be serially numbered, in writing, issued only by the Authority's Commercial representative (offer) and agreed by both Parties.

6.2 Where the Authority has a requirement to be added to the Contract which is likely to involve a change to the Contract Price, the provisions of Condition 7 (*Contract Change Control Procedure*) shall apply.

6.3 The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with Clause 6.1 of this Condition 6 *(Amendments to Contract)*, has been issued.

6.4 No amendment will come into effect until the Contractor has returned a signed DEFFORM 10B as an unqualified acceptance of the Authority's offer.

7. Contract Change Control Procedure

Authority Changes

7.1 Subject always to Condition 6 (*Amendments to Contract*), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Condition 7 (*Contract Change Control Procedure*).

Notice of Change

7.2 If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor using the form at Part 1 (Request for Quotation) to Schedule 6 (*Change Forms*) to the Contract.

7.3 The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with Clauses 7.4 to 7.6 of this Condition 7 *(Contract Change Control Procedure)*.

Contractor Change Proposal

7.4 As soon as practicable, and in any event within thirty (30) Business Days (or such other period as the Parties may agree) after having received the Notice of Change Form, the Contractor shall deliver to the Authority's Commercial representative a Contractor Change Proposal using the form at Part 2 (*Change Proposal*) to Schedule 6 (*Change Forms*) to the Contract.

7.5 The Contractor Change Proposal shall include:

7.5.1 the effect of the Change Proposal on the Contractor's obligations under the Contract;

7.5.2 a detailed breakdown of Allowable Costs in accordance with the Defence Reform Act 2014 (DRA) and the Single Source Contract Regulations (SSCR) 2014

7.5.3 the programme for implementing the Change Proposal;

7.5.4 any amendment required to this Contract as a result of the Change Proposal, including, where appropriate, to the Contract Price;

7.5.5 Details of any proposed assumptions, exclusions or dependencies;

7.5.6 Details of any Government Furnished Assets (including the start and end date required, the terms of the loan and any other information necessary to fully define the required dependency) required by the Contractor in order to deliver the requirement in addition to those provided under the Contract at Schedule 8 *(Government Furnished Assets)* to the Contract.

and

7.5.7 such other information as the Authority may reasonably require.

7.6 The Allowable Costs for any Change Proposal shall be based on the Questionnaire on the Method of Allocation of Costs (QMAC) agreed estimated rates as part of the MOD Rates Programme at the time of the proposal and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change Proposal.

Contractor Change Proposal – Process and Implementation

7.7 As soon as practicable after the Authority receives a Contractor Change Proposal:

7.7.1 The Authority will carry out an evaluation of the Contractor Change Proposal within fifteen (15) Business Days (or such other period as the Parties may agree) and will:

(i) indicate its acceptance of the Contractor Change Proposal by issuing a serially numbered amendment letter in accordance with Condition 6 (*Amendments to Contract*); or

(ii) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing the Authority Notice of Change using the form at Part 1 to Schedule 6 (C*hange Forms*) to the Contract.

7.7.2 Where necessary, discuss with the Contractor any issues arising and 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 may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

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

7.9 The Authority will not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted through the issuing of an amendment to the Contract in accordance with Condition 6 (*Amendments to Contract*).

7.10 This Contract is a Qualifying Defence Contract (QDC) and pricing for any changes shall be in accordance with the provisions of the Defence Reform Act (DRA) 2014 and the Single Source Contract Regulations (SSCR) 2014.Where a Change is initiated by the Authority but not accepted by the Authority, the Contractor shall be entitled to be paid the Allowable Costs for the preparation of the Change Proposal to which the Agreed Profit Rate shall be applied.

Contractor Changes

7.11 If the Contractor wishes to propose a Change, it shall serve a Contractor Notice of Change Form on the Authority using the form at Part 1 to Schedule 6 (*Change Forms*) to the Contract indicating that it is a Contractor Change Proposal, which shall include all of the information required by Clause 7.5 of this Condition 7 *(Contract Change Control Procedure)* and the process at Clauses 7.4 to 7.8 of this Condition 7 *(Contract Change Control Procedure)* shall apply.

7.12 The Allowable Costs for the preparation of any Changes initiated by the Contractor, but not accepted by the Authority, shall be borne by the Contractor.

8. Variations to Specification

8.1 For the purposes of the Contract “the Specification” shall include any document or item which, individually or collectively, is referenced in Part 2 (*Statement of Requirement*) to Schedule 2 (*Schedule of Requirement*) to the Contract.

8.2 The Specification forms part of the Contract.

8.3 All Articles or Services to be supplied under the Contract shall conform in all respects with the Specification.

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

8.5 The Authority, may, alter the Specification. Any alterations shall not alter the fit, form, function or characteristics of the Articles or Services to be supplied under the Contract.

8.6 The changes will be provided in writing and shall apply from the date specified by the Authority. The Authority shall provide an updated Specification. The Articles or Services shall be delivered in accordance with the altered Specification. These alterations shall constitute a formal amendment to the Contract and shall be implemented in accordance with Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*) upon receipt, or at the date specified in the Authority's notice.

8.7 Any alterations that cause a change to:

8.7.1 fit, form, function or characteristics of the Articles or Services;

8.7.2 the cost;

8.7.3 delivery dates;

8.7.4 period required for the production or completion; or

8.7.5 other work caused by the alteration;

shall be subject to Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*). Each contract amendment under Condition 6 (*Amendments to Contract*) shall be classed as a formal change.

8.8 In the event that either party considers that there may be any conflict within the Specification it shall immediately notify the other party.

8.9 Any documentation provided by the Authority outside of this Condition 8 (*Variations to Specification*) shall not alter the Specification.

9. Authority Representatives

9.1 Any reference to the Authority in respect of:

9.1.1 the giving of consent;

9.1.2 the delivering of any Notices; or

9.1.3 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 as detailed at Schedule 9 (*Representatives*) in accordance with this Condition 9 (*Authority Representatives*).

9.2 The Authority's Representatives as detailed at Schedule 9 (*Representatives*) to the Contract (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 as detailed at Schedule 9 (*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.

9.3 In the event of any change to the identity of the Authority's Representatives as detailed at Schedule 9 (*Representatives*), the Authority shall provide written confirmation to the Contractor, and shall update Schedule 9 (Representatives) to the Contract in accordance with Condition 6 (*Amendments to Contract*).

10. Technical Assistance to the Authority

10.1 In pursuant of its responsibilities, the Authority may engage personnel from other Government Establishments and/or suitable specialist commercial organisations to assist with managerial and technical support of related project activities. In such circumstances these parties shall be deemed to be approved representatives of the Authority to whom the Contractor shall make available such information and facilities as are necessary to enable them to fulfil their obligations to the Authority.

10.2 Any contract for managerial or technical support for the Authority will include suitable provisions for the protection of the confidentiality of any information released under the said contract.

11. Severability

11.1 If any provision of this Contract is held to be invalid, illegal or unenforceable to any extent then:

11.1.1 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

11.1.2 the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

12. Waiver

12.1 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.

12.2 No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

13. Transfer

13.1 Neither Party to this Contract shall give, bargain, sell, assign, or otherwise dispose of the Contract or any part thereof, or the benefit or advantage of the Contract or any part thereof, without the prior consent in writing of the Authority.

13.2 Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Clause 13.1 above, 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 this Contract (including any interest incurred by the Authority under any Contract clause concerning the late payment of debts).

13.3 Any assignment of the right to receive payment of the Contract Price (or any part thereof) under Clause 13.2 above shall be subject to:

13.3.1 reduction of any sums in respect of which the Authority exercises its right of recovery under Condition 30 (Payment and *Recovery of Sums Due*) or under any other clause concerning recovery of sums due;

13.3.2 all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

13.3.3 the Authority receiving notification under both Clause 13.4 and Clause 13.5 below.

13.4 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 13.2 above, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

13.5 The Contractor shall ensure that the Assignee:

13.5.1 is made aware of the Authority's continuing rights under Clauses 13.3.1 and 13.3.2; and

13.5.2 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 Clauses 13.3.1 and 13.3.2 above.

13.6 The provisions of the Contract, including any clauses concerning payment, shall continue to apply in all other respects after any assignment in accordance with this Condition 13 (*Transfer*) and shall not be amended without the prior approval of the Authority.

14. Co-operation on Expiry of Contract

14.1 Upon the expiry of the Contract the Contractor agrees to cooperate with the Authority to such extent as they may be reasonably required to do so for a period of up to 6 months from the date of expiry, such period to be determined by the Authority, to ensure an orderly and efficient transition from the management by the Contractor to management by the Authority or some other person.

15. Rights of Third Parties

15.1 Except as provided in Clause 15.2 of this Condition 15 (*Rights of Third Parties*) and 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 his own right and the parties to the Contract declare that they have no intention to grant any such right.

15.2 Where, and only where, either by a term in a Condition which has been expressly included in the Contract or by another term which specifically refers to this Condition 15 (Rights of Third Parties), the Contract expressly states that a third party shall be entitled to enforce a term of the Contract:

15.2.1 the said third party shall be entitled to enforce that term in his own right;

15.2.2 the Contractor shall inform the said third party as soon as is reasonably practicable of the existence of the relevant right together with any other terms (including the terms of this Condition) relevant to the exercise of that right; and

15.2.3 the third party's rights shall be subject to any provision in the Contract:

i. that provides for the submission of disputes under the Contract generally or the said rights in particular to arbitration; and

ii. that stipulates the law and jurisdiction that will govern the Contract.

16. Transparency

16.1 Subject to this Condition 16 (*Transparency*) but notwithstanding Condition 17 (*Disclosure of Information*), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information.

16.2 Before publishing the Transparency Information to the general public in accordance with this Condition 16 (*Transparency*), the Authority shall 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 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 10 *(Contractor's Commercially Sensitive Information*) to the Contract.

16.3 The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with this Condition 16 (*Transparency*). The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

16.4 For the avoidance of doubt, nothing in this Condition 16 (*Transparency*) shall affect the Contractor's rights at law.

17. Disclosure of Information

17.1 Subject to Clauses 17.1, 17.2, 17.3 of this Condition 16 *(Disclosure of Information)* and Condition 17 (*Transparency*) each Party:

17.1.1 shall treat in confidence all Information it receives from the other;

17.1.2 shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not be unreasonably 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;

17.1.3 shall not use any of that Information otherwise than for the purpose of the Contract; and

17.1.4 shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under this Contract.

17.2 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 this Contract:

17.2.1 is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and

17.2.2 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.

17.3 The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at Clauses 17.1 and 17.2 of this Condition 17 *(Disclosure of Information)* before they receive Information and shall take such steps as may be reasonably practical to enforce such arrangements.

17.4 Clauses 17.1 and 17.2 of this Condition 17 *(Disclosure of Information)* shall not apply to any Information to the extent that either Party:

17.4.1 exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

17.4.2 has the right to use or disclose the Information in accordance with other Conditions of the Contract; or

17.4.3 can show:

(i) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this Contract or any other agreement between the Parties;

(ii) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with this Contract;

(iii) 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

(iv) 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.

17.5 Neither Party shall be in breach of this Condition 17 (*Disclosure of Information*) 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 17 (*Disclosure of Information*).

17.6 The Authority may disclose the Information:

17.6.1 on a confidential basis 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;

17.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

17.6.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

21.5.4 on a confidential basis to a professional adviser, consultant or other person engaged by the Authority (including benchmarking organisations) for any purpose relating to or connected with this Contract;

17.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or

17.6.6 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 this Contract;

17.6.7 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 17 (*Disclosure of Information*).

17.7 Before sharing any Information in accordance with Clause 17.6 of this Condition 17 *(Disclosure of Information)*, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

17.8 The Authority shall not be in breach of this 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 its 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 FOI Act or the Regulations.

17.9 For the avoidance of doubt, nothing in this Condition 17 (*Disclosure of Information*) shall affect the Contractor's rights at law.

17.10 Nothing in this Condition 17 (*Disclosure of Information*) shall affect the Parties obligations of confidentiality where Information is disclosed orally in confidence.

18. Publicity and Communications with the Media

18.1 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's Commercial Representative has given its prior written consent.

19. Change of Control of Contractor

19.1 The Contractor shall notify the Authority's Representative (Commercial) as detailed at Schedule 9 *(Representatives)* to the Contract, as soon as practicable, in writing, of any intended, planned or actual change in control of the Contractor. 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.

19.2 For the purposes of this Condition 19 (*Change of Control of Contractor*) 'control' means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or

b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor.

and a change of control occurs if a person who controls the Contractor ceases to do so or if another person acquires control of the Contractor

19.3 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
Poplar 1 # 2119
MOD Abbey Wood,
Bristol, BS34 8JH

19.4 The Authority's Representative (*Commercial*) as detailed at Schedule 9 (*Representatives*) 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.

19.5 The Authority may terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified in accordance with Clause 19.1. The Authority shall act reasonably in exercising its right of termination under this Condition 19 (*Change of Control of Contractor*).

19.6 If the Authority exercises its right to terminate in accordance with Clause 19.4 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 be in accordance with the Single Source Contracting Regulations 2014 (SSCR 2014) and the Defence Reform Act 2014 (DRA 2014) and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this Condition 19 (*Change of Control of Contractor*) must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

19.7 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 19 (*Change of Control of Contractor*).

20. Environmental Requirements

20.1 The Contractor shall, in all its operations to perform this Contract, comply with ISO 14001-2015 and ISO 14004-2016 and adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority's Representative (Commercial) as detailed at Schedule 9 (*Representatives*) on demand.

21. Notices

21.1 A Notice served under the Contract (a "Notice") shall be:

21.1.1 in writing in the English language;

21.1.2 authenticated by signature or such other method as may be agreed between the Parties;

21.3.3 sent for the attention of the other Party's Commercial Representative, as set out below or in Schedule 9 *(Representatives)* to the Contract*;*

22.3.4 marked with the number of the Contract; and

21.4.5 delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed by the Authority's Commercial Representative, electronic mail.

21.2 Notices shall be deemed to have been received:

21.2.1 if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;

21.2.2 if sent by prepaid post, on the fourth (4th) Business Day (or the tenth (10th) Business Day in the case of airmail) after the day of posting;

21.2.3 if sent by facsimile or electronic means:

(i) 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

(ii) 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.

21.3 For the purpose of delivering Notices, the following Commercial Representatives from each Party are:

Authority's Commercial Representative	
Post	David Fox
Address:	Ash 0A, #3008, MoD Abey Wood, Bristol, BS34 8JH
E-Mail:	David.fox850@mod.gov.uk
Telephone No:	0300 157 0410

Contractor's Commercial Representative	
Name:	Simon Dale – Lead, Contracts
Address:	1 Dingley Way, Aerospace Park, Farnborough, Hampshire GU14 6FF
E-Mail:	Simon.dale@L3Harris.com
Telephone No:	01252 983231

22. Contract Management, Progress Monitoring, Meetings and Reports

22.1 The Contractor shall attend progress meetings at the frequency and times specified in Schedule 13 *(Contract Meetings, Reporting and Contract Management)* to the Contract and shall ensure that its Representatives are suitably qualified to attend such meetings.

22.2 The Contractor shall submit progress reports to the Authority's Representatives as detailed at Schedule 9 (*Representatives*) at the times and in the format (if any) specified in Schedule 13 (*Contract Meetings, Reporting and Contract Management*) to the Contract. The reports shall detail as a minimum:

22.2.1 performance/Delivery of the Contractor Deliverables;

22.2.2 risks and opportunities;

22.2.3 any other information specified in Schedule 13 (*Contract Meetings, Reporting and Contract Management*) to the Contract; and

22.2.4 any other information reasonably requested by the Authority.

23. Force Majeure

23.1 The Contractor shall not be in breach of the Contract, nor liable for late or non-performance of any of its obligations under the Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

23.1.1 acts of nature;

23.1.2 war;

23.1.3 hostilities; or

23.1.4. fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.

23.2 The Contractor shall immediately notify the Authority's Commercial Representative in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.

23.3 Subject to Clause 23.0 of this Condition 23 *(Force Majeure)* , the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under the Contract.

23.4 The maximum extension of time granted under this Condition 23 (*Force Majeure*) shall be limited to twenty (20) Business Days, unless otherwise agreed between the Parties, after which time the Authority may, on giving written notice to the Contractor, terminate the Contract, without seeking compensation from the Contractor, with immediate effect.

24. Supply Chain Mapping

24.1 The Contractor shall provide a Supply Chain Plan to the Authority's Commercial Representative within thirty (30) Business Days of the Effective Date. Such plan shall include, but shall not be limited to, the Subcontractors' names, details on what each Subcontractor will be providing and the value of the Subcontract. The Plan may be amended from time to time to include any other information as reasonably requested by the Authority's Commercial Representative.

25. Options

25.1 The Contractor hereby grants to the Authority the irrevocable options detailed in Schedule 21 (*Options*) to the Contract in accordance with the Terms and Conditions set out in the Contract or any such amendment to the contract where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

25.2 The Authority shall notify the Contractor of its intention to exercise an option in accordance with Condition 6 (Amendments to Contract) no later than one month prior to the work under the option is required to commence.

26. Supply of Contractor Deliverables

26.1 The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with Part B (*Statement of Requirement*) to Schedule 2 (*Schedule of Requirement*) to the Contract and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with its obligations.

26.2 The Contractor shall:

26.2.1 comply with any applicable quality assurance requirements specified in Schedule 20 (*Standards*) to the Contract in providing the Contractor Deliverables; and

26.2.2 discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

26.3 The provisions of Clause 26.2 of this Condition 26 (*Supply of Contractor Deliverables*) shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

26.4 The Contractor shall:

26.4.1 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;

26.4.2 notify the Authority in writing as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and

26.4.3 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

27. Standards

27.1 The Standards listed in Schedule 20 (*Standards*) shall apply to the Contract.

28. Packaging for Articles other than Munitions

Definitions

28.1 For the purposes of this Condition 28 (*Packaging (for Articles other than Munitions*)):

28.1.1 "**Packaging**" when used as a verb shall mean the preparation of Articles for transportation, storage and delivery in accordance with this Contract. The term includes, as appropriate, cleaning and preservation processes, packing techniques and marking procedures.

28.1.2 "**Packaging**" when used as a noun shall mean the materials, and components, used for the preparation of the Articles for transportation, storage and delivery in accordance with this Contract.

28.1.3 "**Packaging Design Authority**" or "**PDA**" shall mean the organisation that is responsible for the design of the packaging, identified in Schedule 23 (*DEFFORM 111*) Box 3 in the Agreed Form.

28.1.4 "**Military Packager Approval Scheme**" or "**MPAS**" shall mean an Authority 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).

28.1.5 "**Commercial Packaging**" shall mean commercial Packaging for military use as described in Def Stan 81-041 (Part 1).

28.1.6 "**Military Level Packaging**" or "**MLP**" shall mean 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.

28.1.7 "**Military Packaging Level**'' or "**MPL**" shall have the meaning described in Def Stan 81-041 (Part 1).

28.1.8 "**Primary Packaging Quantity**" or "**PPQ**", and Standard Family Specification ("**SFS**") shall have the meaning as described in Def Stan 81-041 (Part 1).

28.1.9 "**Robust Articles**" shall mean Robust items as described in Def Stan 81-041 (Part 2).

28.1.10 "**Dangerous Goods**" shall mean 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:

(i) Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 ("**CDG**") (as amended 2011);

(ii) European Agreement Concerning the International Carriage of Dangerous Goods by Road ("**ADR**");

(iii) Regulations Concerning the International Carriage of Dangerous Goods by Rail ("**RID**");

(iv) International Maritime Dangerous Goods ("**IMDG**") Code;

(v) International Civil Aviation Organisation ("**ICAO**") Technical Instructions for the Safe Transport of Dangerous Goods by Air; and

(vi) International Air Transport Association ("**IATA**") Dangerous Goods Regulations.

28.1.11 "**Safety Data Sheet**" shall have the meaning as defined in REACH.

Specifications for Packaging

28.2 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: http://www.dstan.mod.uk/.

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

Responsibilities

28.4 Packaging responsibilities are as follows:

28.4.1 The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.

28.4.2 The Authority shall indicate in the Contract the standard or level of Packaging required for each Article, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract or order, the Contractor shall request such instructions from the Authority before proceeding further.

28.4.3 The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Sub-Contractors.

28.4.4 Where the Contractor or any of their Sub-Contractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Articles they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

Where the volumetric data of individual package designs is required to be compiled as part of the codification data set, the Contractor shall do so in accordance with Condition 29 (*Supply of Information for NATO Codification and Defence Inventory Introduction*).

Commercial Packaging

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

28.5.1 The Contractor shall provide Packaging which:

(i) will ensure that each Article may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and

(ii) is labelled to enable the contents to be identified without need to breach the package; and

(iii) is compliant with statutory requirements and this Condition 28 (*Packaging for Articles other than Munitions*)).

28.5.2 The Packaging used by the Contractor to supply identical or similar Articles 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:

(i) reference in this Contract to a PPQ means the quantity of an Article to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;

(ii) Robust Articles, 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 28.13 to 28.16. References to "PPQ packages" in subsequent text shall be taken to include Robust Articles; and

(iii) for ease of handling, transportation and delivery, packages which contain identical Articles may be bulked and overpacked, in accordance with Clauses 28.13 to 28.16.

Packaging Regulations for Dangerous Goods

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

28.6.1 The Health and Safety At Work Act 1974 (as amended);

28.6.2 The Classification Hazard Information and Packaging for Supply Regulations (CHIP) 2009 (as amended);

28.6.3 The REACH Regulations 2007 (as amended); and

28.6.4 The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

28.7 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:

28.7.1 The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and

28.7.2 The Air Navigation (Amendment) Order 2019.

28.8 As soon as possible, and in any event no later than one (1) 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).

UK military or NATO Packaging

28.9 The Contractor shall comply with the requirements for the design of MLP which include Clauses 28.10 and 28.11 as follows:

28.9.1 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 its quality systems and military package design expertise are of an equivalent standard.

Note 1: The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES SEOC SCG-SCEng-Pkg

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

DESSEOCSCG-SCEng-Pkg@mod.gov.uk

Note 2: The MPAS Documentation is also available on the Def Stan website

28.9.2 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 Service Packaging Instruction Sheet (SPIS), in accordance with Def Stan 81-041 (Part 4).

28.9.3 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').

28.9.4 New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

28.9.5 Where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design unless otherwise stated by this Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.

28.9.6 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.

Manufacture of Packaging to a Military Packaging Level

28.9.7 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 28.10.1, 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.

Intellectual Property Rights (IPR)

28.9.8 The documents supplied under Clause 28.10.6 shall be subject to Schedule 14 *(Intellectual Property Rights*) .

Military Packaging design procedure

28.10 Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

28.10.1 If the Contractor or their Sub-Contractor is the PDA they shall:

(i) On receipt of instructions received from the Authority's representative nominated in Box 2 of Schedule 23 (*DEFFORM 111*) in the Agreed Form, prepare the required package design in accordance with Clause 28.10.

(ii) Where the Contractor or their Sub-Contractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:

(A) a list of all SPIS which have been prepared or revised against this Contract; and

(B) a copy of all new/revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(iii) 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 28.12.1(ii) (*Military Packaging design procedure*).

28.10.2 Where the Contractor or their Sub-Contractor 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.

28.10.3 Where the Contractor or their Sub-Contractor is un-registered and has been given authority to produce, modify, and update SPIS designs by this Contract, it shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow Clause 28.11.2(ii).

28.10.4 Where the Contractor or their Sub-Contractor is not a PDA but is registered, it shall follow Clauses 28.12.1(i) and 28.12.1(ii).

Tools

28.11 If Special Jigs, Tools Etc. are required for the production of MLP, the Contractor shall obtain written approval from the Authority's Representative before providing them.

Package labelling and marking

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

Labelling – General

28.12.1 If the Contract specifies UK or NATO MLP, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition 44 (*Packaging (for Articles other than Munitions*)) as follows:

(i) 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.

Marking – General

(ii) Each consignment package shall be marked with details as follows:

(A) name and address of consignor;

(B) name and address of consignee (as stated in the Contract or order);

(C) destination where it differs from the consignee's address, normally either:

1) delivery destination/address; or

2) 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; and

(D) the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

(iii) If aggregated packages are used, their consignment marking and identification requirements are stated at Clause 28.16.

Marking of Commercial Packaging

28.12.2 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 Articles as shown in this Contract schedule, to state the following:

(i) description of the Article;

(ii) the full thirteen digit NATO Stock Number ("**NSN**");

(iii) the PPQ;

(iv) maker's part/catalogue, serial and/or batch number, as appropriate;

(v) the Contract and order number when applicable;

(vi) the words "Trade Package" in bold lettering, marked in blue in respect of trade packages, and black in respect of export trade packages;

(vii) shelf life of item where applicable;

(viii) 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);

(ix) any statutory hazard markings and any handling markings, including the mass of any package which exceeds three (3) kg gross; and

(x) any additional markings specified in the Contract.

Bar code marking

28.13 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:

28.13.1 the full 13-digit NSN;

28.13.2 denomination of quantity ("**D of Q**");

28.13.3 actual quantity (quantity in package);

28.13.4 manufacturer's serial number and/or batch number, if one has been allocated; and

28.13.5 the unique order identifier.

28.14 Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Schedule 23 (*DEFFORM 111*) Box 3 in the Agreed Form.

Consignment of Aggregated Packages

28.15 The Requirements for the consignment of aggregated packages are as follows:

28.15.1 With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in this Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Articles 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.

28.15.2 Two adjacent sides of the outer container shall be clearly marked to show the following:

(i) class group number;

(ii) name and address of consignor;

(iii) name and address of consignee (as stated on this Contract or order);

(iv) destination if it differs from the consignee's address, normally either:

(A) delivery destination/address; or

(B) 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;

(v) where applicable, the reference number if 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 Articles 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;

(vi) shipping label in accordance with Condition 31 (*Unique Identifiers*), shipping label in accordance with Condition 32 (*The Use of the Electronic Business Delivery Form*); and

(vii) any statutory hazard markings and any handling markings.

Concessions

28.16 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 under Condition 6 (Amendments to Contract) and Condition 7 (*Contract Change Control Procedure*).

Environmental – Requirement for Wood used in Packaging

28.17 The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with 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).

Environmental – Packaging and Packaging waste

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

28.19 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 39 (*Contractor's Records*).

Packaging design liability statement

28.20 This Condition 28 (*Packaging (for Articles other than Munitions*)) 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.

28.21 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.

29. Supply of Information for NATO Codification and Defence Inventory Introduction

29.1 The purpose of Codification is to catalogue Items of Supply, using the minimum information required to distinguish them from similar items available. The cataloguing information is not normally a full technical specification and definition that could be used for manufacture of alternative items.

29.2 For the purposes of this Condition 29 (*Supply of Information for NATO Codification and Defence Inventory Introduction*):

29.2.1 "**Codification**" means the application of unique identification and classification information to Items of Supply, using a common supply language (as set out in Clauses 29.1 to 29.4 of this Condition 29 (*Supply of Information for NATO Codification and Defence Inventory Introduction*) which is recorded in sufficient detail to distinguish uniquely Items of Supply from other items, using NATO Stock Numbers or "**NSN**".

29.2.2 "**Codification Purposes**" means use to enable maximum effectiveness in national and international logistic support, data management in the area of materiel, supply and inventory introduction and management, throughout the life of an equipment, by the United Kingdom Ministry of Defence and its NATO partners.

29.2.3 "**Codification Authority**" means the United Kingdom National Codification Bureau or "**UKNCB**", except as provided in Clause 29.11.

29.2.3 "**Authority's Agent**" means the Government Departments or contractors authorised by the Codification Authority to undertake NATO codification.

29.2.5 "**Form, Fit and Function**" means, in respect of each of its elements:

(i) Form: The shape, size, dimensions, and other physically measurable parameters that uniquely characterise an article. For software, form denotes the language and media;

(ii) Fit: The characteristics of an article to enable it to interface or interconnect with a part of another article, including the dimensional relationship between mating parts and the limits of tolerances;

(iii) Function: The actions that a product is designed to perform in normal use or operation.

29.2.6 "**Item**" means the part or the whole of any Article as defined in Schedule 1 (Definitions) or any other Article to the same design or any modification of it.

29.2.7 "**Item of Supply**" means an Item, or where two or more Items are attached or assembled together, the minimum assembly of Items listed in the Design Control Authority's Master Parts List or required to be delivered to the Authority under the Contract.

29.2.8 "**Item Identification**" means the minimum information required to uniquely identify the Item of Supply derived from information supplied in response to the requirements specified this Condition 29 (*Supply of Information for NATO Codification and Defence Inventory Introduction*)

29.2.9 "**Technical Data**" means the cataloguing information identified in Clauses 29.1 to 29.4 of this Condition 29 (*Supply of Information for NATO Codification and Defence Inventory Introduction*) to be supplied to enable the creation of Item Identification.

29.2.10 "**Design Control Authority**" (**DCA)** means the individual, company, firm, corporation, designing authority or government department, which controls the design, characteristics and production of an Item by means of its engineering drawings, specifications and inspection requirements.

29.2.11 "**NATO Commercial & Government Entity code**" (**NCAGE)** means the unique code allocated to a supplier by the UKNCB.

29.3 In the case of an Item of Supply for which the Contractor is the DCA, the Contractor shall:

29.3.1 provide Technical Data to the Codification Authority, or the Authority's Agent specified by the Codification Authority, where:

(i) the Item of Supply is not already codified in the NATO Codification System or "**NCS**"; or

(ii) the Contractor has not previously supplied that information either in the recommended spare parts list supplied by the Contractor in the initial provisioning phase or under another contract;

29.3.2 where the Item of Supply has already been NATO codified, supply the NSN(s) to the Codification Authority, or the Authority's Agent; and

29.3.3 inform the Codification Authority, or it's Agent, when and to whom the data was supplied if the information has previously been supplied by the Contractor.

29.4 In the case of an Item of Supply for which the Contractor is not the DCA, the Contractor shall ensure that the Technical Data is supplied, either by the subcontract DCA or by the Contractor. The Contractor shall, where appropriate, consider including the terms of this Clause 29.4, or equivalent text, in any Sub-Contracts, to ensure delivery of the cataloguing information.

29.5 Unless otherwise provided by the Contract, the cost of supplying the information under Clauses 289.3 and 28.4 above, and any other information specifically called for under the Contract, shall be deemed to have been included in the Contract Price.

29.6 The Contractor may from time to time be requested to supply additional information necessary for Codification. To the extent that it has the right to do so, the Contractor shall supply that additional data. The extent of information shall be governed by the Requirement of the Codification system at that time. Full details of the Codification system can be obtained from the Codification Authority.

29.6.1 At any time during the life of the contract the Contractor shall notify the Codification Authority of all modifications or design changes made to an Item of Supply, which affect the Item Identification, including reference number changes, Form, Fit or Function.

29.6.2 Fair and reasonable payment, based upon the actual work involved, will be made to the Contractor for the supply of additional information under Clause 29.6 above and, in respect of modifications and design changes approved by the Authority; the supply of updated information under Clause 29.6.1.

29.7 Subject to the restrictions resulting from Clause 29.9, the Authority shall have the right, free of charge, to use and copy or have used and copied for Codification Purposes information supplied under the provisions of this Condition 29 (*Supply of Information for NATO Codification and Defence Inventory Introduction*), use and copying being limited to that necessary for Codification Purposes. The Authority may convert or have converted any Technical Data provided in whatever format to an alternative format, including digital formats.

29.8 Subject to the restrictions resulting from Clause 29.9, the information constituting the Item Identification may be included in the databases of codification data which are produced by the Authority or any international organisation of which the Authority is a member and may be made available to other Governments, contractors, organisations or individuals who are authorised to have access to those databases by the Authority or the organisation(s) of which the Authority is a member.

29.9 The Contractor shall endeavour to ensure that all information supplied under this Condition 29 (*Supply of Information for NATO Codification and Defence Inventory Introduction*) can be used for Codification Purposes; however, where any of the information supplied is marked to indicate it is proprietary in nature the Contractor shall indicate the restrictions which apply to its use.

29.10 The Codification Authority shall not retain or use the Technical Data supplied under this Condition 29 (*Supply of Information for NATO Codification and Defence Inventory Introduction*) for any purpose other than for Codification.

29.11 If the DCA is located in a NATO country other than the UK, the equivalent organisation in that NATO country shall be substituted for the UKNCB. All contact between the Contractor and those equivalent organisations will be via the UKNCB.

29.12 If the DCA is located in a country which is not a member of the NATO Alliance or a NATO sponsored (NCS participating) country, the Codification Authority will be deemed to be the UKNCB, which may nominate an agent to act on its behalf.

29.13 The Contractor, Sub-Contractor or supplier may contact the Codification Authority for any 9nformation concerning the NCS.

29.14 The requirements set out in Condition 29 (Supply of Information for NATO Codification and Defence Inventory Introduction**)** shall apply in relation to Item Identification.

Codification Requirement for Item Identification

29.15 Information to be supplied and used for the purposes of Codification is governed by the requirements of the NCS Item Identification Guide ("**IIG"**) and the approved item name shall be used for Codification. The exact requirements are item specific and will vary on an item-by-item basis.

29.16 Information may be provided in the form of engineering drawings, international/national or commercial standards and specifications, commercial literature such as catalogues, brochures or similar documentation, in hard or soft copy. Alternatively arrangement may be made to allow the data to be retrieved via a Uniform Resource Locator ("**URL**") or similar.

29.17 This Condition 30 (*Codification Requirement for Item Identification*) covers all Items of Supply, and the following information must be supplied:

29.17.1 The NCAGE or name, address and contact details of the Design Control Authority (DCA).

29.17.2 The name of the Item of Supply, as recognised by the DCA.

29.17.3 Identifying References:

(i) the DCA's drawing or part number(s), and National or International Standard or Specification Reference, or both (indicating definitive or non-definitive). The references will be assumed to be fully definitive unless stated otherwise;

(ii) where the Contractor's own identifying reference differs from the DCA's reference, this shall also be provided;

(iii) any associated bar code or product identification numbers, assigned by companies compliant with EAN International or the Uniform Code Council ("**UCC**");

(iv) for medical items, the ATC Code (World Health Organisation (WHO) Anatomical Therapeutic Codes), BNF code (British National Formulary) or the ECRI Universal Medical Device Nomenclature code shall be supplied where relevant.

29.17.4 The following Volumetric Data. Definitions equate to those in ASD S2000M and the data is to be supplied in the format specified therein:

(i) length, width and height/depth of packaged unit ("**SPU**"), used with an associated unit of issue code;

(ii) length, width and height/depth of unpackaged unit ("**SUU**"), used with an associated unit of issue code;

(iii) gross weight of packaged unit ("**WPU**"), used with an associated unit of issue code;

(iv) gross weight of unpackaged unit ("**WUU**"), used with an associated unit of issue code.

29.18 The following additional information shall be supplied where it is necessary for the information to be used to fully distinguish Items of Supply, as determined by the applicable approved item name and NCS IIG. The DCA is not required to disclose particulars of proprietary processes, manufacturing techniques or proprietary material specifications:

29.18.1 Basic material (the base material from which the item is fabricated) surface treatment (the finish by which the item is plated, dipped and/or coated, including any special cleanliness conditions).

29.18.2 All key dimensions shall be supplied for common mechanical parts, such as nuts, bolts, screws, washers etc.

29.18.3 Where items are threaded, include the size, type, length, class and direction of the thread.

29.18.4 Electrical characteristics, such as nominal voltage, current or rated power, or both, of the item, rated resistance, capacitance or inductance, and operating frequencies.

29.18.5 For any pressure system components and equipment details of the pressure ratings.

29.18.6 Temperature ratings.

29.18.7 Information on distinguishing features, e.g. colour, shape, style, holes, cut-outs, keyways or slots, etc.

29.18.8 Radioactive components - radioactive materials.

29.18.9 Software - the software identification number.

29.18.10 Markings - markings that indicate the primary purpose, function or application of the Item of Supply.

29.18.11 For assemblies only, the Contractor shall supply the final assembly drawing or parts list, or both, including known NSNs and part numbers of constituent parts.

29.18.12 Where the Item of Supply is designed for a specific application, the source data shall identify the end item application.

29.18.13 Where the Item of Supply contains items of a hazardous nature, the information shall identify the existence of any hazard and the Contractor shall provide a safety data sheet in accordance with Condition 50 (*Supply of Data for Hazardous Articles, Materials and Substances*).

Requests For NATO Codification

29.19 Where the Contractor is required to apply for NATO Codification on behalf of the Authority:

29.19.1All requests for codification action must be submitted using the Authority's mandated system.

29.19.2 Access to the Authority's mandated system is via a user account allocated by UK NCB (subject to conditions).

29.19.3 The Contractor shall supply the following additional information to the Codification Authority to enable automated item introduction on the Authority's relevant base inventory system. Where this information is not known, the Authority's Representative shall be contacted for guidance:

Data Field	CRISP	SS3	SCCS	ASTRID
Domestic Management Code – DMC		Y		
Inventory Management Code – IMC	Y			
Supply Management Branch – SMBi			Y	
Requirement for Provenance and Traceability (items fitted to aircraft requiring Certificate of Conformity)	Y	Y	Y	Y
Used on next higher assembly – End item information	Y	Y	Y	Y
Unit of Issue Code	Y	Y	Y	Y
Hazardous Indicator	Y	Y	Y	Y

Materiel Accounting Classification Code	Y	Y	Y	Y
Shelf Life Code	Y	Y	Y	
Estimated Price	Y			
Procurement Reference Code	Y	Y		
Special To Contents Container Indicator	Y		Y	
Periodic Maintenance Interval Code	Y			
Pre-Issue Inspection Code	Y			
Quality Assurance Documentation Code	Y			
Inventory Classification Code		Y		
Capital Indicator Code		Y		

30. Payment and Recovery of Sums Due

30.1 The Authority will make payments to the Contractor in accordance with Schedule 5 (*Milestone Payment Plan*) of the Contract.

30.2 Payment will be made by electronic transfer and prior to submitting any claims for payment under this Condition 30 *(Payment and Recovery of Sums Due)* the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

30.3 Where the Contractor submits an invoice to the Authority in accordance with Clause 30.4 of this Condition 30 *(Payment and Recovery of Sums Due)*, the Authority will consider and verify that invoice in a timely fashion.

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

30.5 Where the Authority fails to comply with Clause 30.4 of this Condition 30 *(Payment and Recovery of Sums Due)* 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 30.6 of this Condition 30 *(Payment and Recovery of Sums Due)* after a reasonable time has passed.

30.6 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.

30.7 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 this Contract or under any other contract with the Authority, or with any other Government Department. The Authority will, pay the Contractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Authority has determined that the invoice is valid and undisputed.

31. Unique Identifiers

31.1 The Authority and the Contractor shall comply with the provisions of this Condition 31 (*Unique Identifiers*).

31.2 For CP&F purchase orders, the Contract or an order issued under a framework agreement will reference UOIs or URRIs, or both. The application of UOIs and URRIs is at the line item level. The Contractor shall quote the applicable Unique Identifier in any communication concerning any line item.

31.3 For EBC contractor logistic support contracts, the Contractor will generate EUPIs in fulfilling demands raised under a contractor logistic support contract. An EUPI applies for each package and the Contractor must quote it in any communication concerning a package. Where a delivery includes more than one package, each package must have a separate EUPI.

31.4 Confirmation of a receipt of deliveries by Unique Identifiers shall not be construed as an acceptance of the Articles for the purposes of Condition 52 (*Acceptance*) or Condition 54 (*Rejection*) or any other term of this Contract relating to acceptance by the Authority.

32. The Use of the Electronic Business Delivery Form

Form usage

32.1 Having regard to and subject to Condition 30 (*Payment and Recovery of Sums Due*), the Authority and the Contractor shall comply with the provisions of this Condition 32 (*The Use of the Electronic Business Delivery Form*).

32.2 The Contractor shall use the electronic business delivery form for all deliveries of Articles and performance of Contractor Deliverables.

32.3 The electronic business delivery form, DEFFORM 129J, must accompany the package or consignment to which it applies. The Contractor must either:

32.3.1 attach the form as a label, directly to the package surface; or

32.3.2 forward the form in a document envelope,

as provided in Clauses 32.4 and 32.5 below.

Form structure

For the provision of Articles

32.4 Where delivery is for a physical Non-Assured Article, the following criteria apply:

32.4.1 the nominal label size is A6 (102 mm x 152 mm) but A5 (148 mm x 210 mm) is acceptable. If required by package size, the Contractor may use other label sizes, but only if no degradation to the text, bar code legibility and quality occurs, as referred to in Clause 32.7 below;

32.4.2 the Contractor must use the bar coded Unique Identifier as defined in Condition 31 (*Unique Identifiers*), unless specified otherwise in this Contract; and

32.4.3 the Contractor must attach two labels to each package or consignment delivered. One label must be detachable for use in processing the information through the appropriate Authority receipting system.

For the provision of Contractor Deliverables which are not physical Articles

32.5 Where performance is for Contractor Deliverables which are not physical Articles (including Assured Articles), the following criteria apply:

32.5.1 standard size is A4 (210 mm x 297 mm);

32.5.2 the Contractor must use the bar coded Unique Identifier as defined in Condition 31 (*Unique Identifiers*), unless specified otherwise in the Contract; and

32.5.3 the Contractor shall provide one form either on completion of the Contractor Deliverables which are not physical Articles (including where Assured Articles form part of such Contractor Deliverables) or on completion of each agreed stage of the Contractor Deliverables which are not physical Articles (including where Assured Articles form part of such stage of the Contractor Deliverables).

Bar code symbology and print quality

32.6 The bar code symbology used shall meet the Requirement of STANAG 4329, "NATO Standard Bar Code Symbologies", specifically Code 39 (ISO/IEC 16388), unless otherwise specified.

32.7 The barcode print quality shall be as defined in ISO/IEC 16388 (Information technology - Automatic identification and data capture techniques - Code 39 bar code symbology specification). The Overall Grade shall be at least Grade B at point of printing and not less than Grade C, at final point of receipt.

Methods of printing

32.8 For method of printing the DEFFORM 129J, electronic business delivery form, see Def Stan 81-041 (Part 6). Laser printing is preferred.

33. Value Added Tax

33.1 The Contract Price excludes any UK output VAT and any similar EU (or non-EU) taxes chargeable on the supply of the Contractor Deliverables by the Contractor to the Authority.

33.2 If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily for UK VAT purposes) in respect of its business activities at the time of any provision, and the circumstances of any provision 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 provision of the Contractor Deliverables, and all other payments under this Contract according to the law at the relevant tax point.

33.3 The Contractor is responsible for the determination of VAT liability. The Contractor is to consult its client relationship manager or the HMRC enquiries desk (and not the Authority's Representative) in cases of doubt. The Contractor shall notify the Authority's Representative of the Authority's VAT liability under this Contract and any changes to it within twenty (20) Working 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's Representative may require the Contractor to obtain and pass to the Authority a formal ruling from HMRC. The Contractor shall promptly comply with any such Authority requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Working Days of receiving such ruling unless it proposes to challenge such ruling. Where the Contractor challenges such ruling it shall supply to the Authority a copy of the final decision issued by HMRC on completion of the challenge within three (3) Working Days of receiving such decision.

33.4 Where the provision of the 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 that it takes into account any changes in VAT Legislation and VAT law regarding registration.

33.5 Where the Contractor Deliverables are deemed to be provided 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 this 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) Working Days of a written request for payment of any such sum by the Contractor.

33.6 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 (and/or similar EU and non-EU input taxes). However, these input taxes will be allowed where it is proven to the Authority 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 either party may resolve this matter by reference to the Dispute Resolution Procedure.

33.7 Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with Clause 33.2 of this Condition 33 (*Value Added Tax*), 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 and/or penalties directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this 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) Working Days of a written request from the Authority's Representative for such correspondence.

34. Debt Factoring

34.1 Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 13 (*Transfer*), 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 this 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 34 (*Debt Factoring*) shall be subject to:

34.1.1 reduction of any sums in respect of which the Authority exercises its right of recovery under Clause 30.6 of Condition 30 *(Payment and Recovery of Sums Due)*; and

34.1.2 all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

34.1.3 the Authority receiving notification under both Clauses 34.2. and Clause 34.3 of this Condition 34 *(Debt Factoring)*.

34.2 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 34.1 of this Condition 34 *(Debt Factoring)*, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

34.3 The Contractor shall ensure that the Assignee:

34.3.1 is made aware of the Authority's continuing rights under Clauses 34.1.1 and 34.1.2 of this Condition 34 *(Debt Factoring)*; and

34.3.2 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 sub-Clauses 34.1.1 and 34.1.2 of this Condition 34 *(Debt Factoring)*;.

35.4 The provisions of Condition 30 (*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.

35. Subcontracting and Prompt Payment

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

35.2 Where the Contractor enters into a Subcontract, he shall cause a term to be included in such Subcontract:

35.2.1 providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;

35.2.2 providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) Business Days from the date on which the Contractor has determined that the invoice is valid and undisputed;

35.2.3 providing that where the Contractor fails to comply with Clause 35.2.1 of this Condition 35 *(Subcontracting and Prompt Payment)*, 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 35.2.2 of this Condition 35 *(Subcontracting and Prompt Payment)* after a reasonable time has passed; and

35.2.4 requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as sub-Clauses 35.2.1 to 36.2.4 of this Condition 35 *(Subcontracting and Prompt Payment)*.

36. Tax Compliance

36.1 The Contractor represents and warrants that at the date Effective Date it has notified the Authority in writing of any OOTNC or any litigation that it is involved in that is in connection with any OOTNC.

36.2 If, at any point during the performance of this Contract, an OOTNC occurs, the Contractor shall:

36.2.1 notify the Authority's Commercial Representative in writing of such fact within twenty (20) Business Days of its occurrence; and

36.2.2 promptly provide to the Authority's Commercial Representative:

(i) details of the steps which the Contractor is taking to address the OOTNC and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(ii) such other information in relation to the OOTNC as the Authority may reasonably require.

36.3 For the avoidance of doubt, the obligation at Clause 36.2 of this Condition 36 *(Tax Compliance)* also applies to OOTNC in non-UK jurisdictions. If the OOTNC occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the OOTNC and any relevant tax laws and administrative provisions so the Authority can understand the nature and seriousness of the OOTNC.

36.4 The duty to notify does not substitute the Contractor's obligations under the Contract

36.5 The Authority shall be entitled to terminate the Contract in the event that:

36.5.1 the warranty given by the Contractor pursuant to Clause 36.1 of this Condition 36 *(Tax Compliance)* is materially untrue; or

36.5.2 the Contractor commits a material breach of its obligation to notify the Authority of any OOTNC as required by Clause 36.2 of this Condition 36 *(Tax Compliance)*; or

36.5.3 the Contractor fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority, are acceptable.

36.6 In the event that the Authority terminates the Contract under Clause 36.5 of this Condition 36 (*Tax Compliance*), the Authority shall be entitled to recover from the Contractor:

36.6.1 the amount of any loss resulting from the termination; and

36.6.2 any other loss sustained in consequence of any breach of this Condition 36 (*Tax Compliance*), where the Contract has not been terminated.

36.7 In exercising its rights or remedies under this Condition 36 (*Tax Compliance*), the Authority shall:

36.7.1 act in a reasonable and proportionate manner taking into account, among other things:

(i) the gravity and duration of the OOTNC and any sanctions imposed by a court or tribunal; and

(ii) any remedial action taken by the Contractor to prevent reoccurrence of the OOTNC.

36.7.2 without prejudice to Clause 36.6 of this Condition 36 *(Tax Compliance)*, seriously consider, where appropriate, action other than termination of the Contract to deal with the failure by the Contractor to comply with this Condition 36 (*Tax Compliance*).

37. Limitation of Contractor's Liability

Unlimited Liabilities

37.1 Neither Party limits its liability for:

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

37.1.2 fraud or fraudulent misrepresentation by it or its employees;

37.1.3 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

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

37.2 The financial caps on the Contractor's liability set out in Clause 37.4 below shall not apply to the following:

37.2.1 for any indemnity given by the Contractor to the Authority under this Contract;

37.2.2 the Contractor's indemnity in relation to Part 2, Schedule 14 (*Intellectual Property Rights in Software*] and Part 4, Schedule 14 (*Third Party Intellectual Property - Rights and Restrictions*);

37.2.3 the indemnity given by the Authority in relation to TUPE under Schedule 16 (*Transfer Regulations* (TUPE)) shall be unlimited; and

37.2.4 breach by the Contractor of Condition 42 (*Protection of Personal Data*) and Data Protection Legislation; and

37.2.5 for the avoidance of doubt any payments due from the Contractor to the Authority in accordance with DEFCON 811 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 Clause 37.4 below.

37.3 The financial caps on the Authority's liability set out in Clause 37.5 below shall not apply to the following

37.3.1 for any indemnity given by the Authority to the Contractor under the Contract, including but not limited to Part 4, Schedule 14 (*Third Party Intellectual Property - Rights and Restrictions*), Condition 70 (Termination for Convenience) and Condition 71 (*Material Breach*).

37.3.2 The indemnity given by the Authority in relation to TUPE under Schedule 16 (*Transfer Regulations* (TUPE)) shall be unlimited; and

37.3.3 for the avoidance of doubt any payments due from the Authority to the Contractor in accordance with DEFCON 811 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 Clause 37.5 below.

Financial Limits

37.4 Subject to Clauses 37.1 and 37.2 and to the maximum extent permitted by Law:

37.4.1 [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

(i) in respect of Condition 49 (*Contractor's Personnel at Government Establishments*) [redacted] in aggregate

(ii) in respect of Condition 71 (*Material Breach*) [redacted] in aggregate

(iii) in respect of Condition 56 (*Issued Property*) [redacted] in aggregate; and

(iv) in respect of Condition 57 (*Loss of or Damage to the Articles*) [redacted] in aggregate

37.4.2 without limiting Clause 37.4.1 and subject always to Clauses 37.1, 37.2, 37.2.5 and 37.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable under the Contract and the Risk Mitigation Activities in accordance with Schedule 18 (*Risk Mitigation Activities*), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with the Contract shall be [redacted] in aggregate

37.4.3 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 37.4.1 and 37.4.2 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 37.4.1 and 37.4.2 of the Contract

37.5 Subject to Clauses 37.1, 37.3, 37.3.3 and 37.6, 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.

37.6 Clause 37.7 shall not exclude or limit the Contractor's right under the Contract to claim for the Charges.

Consequential Loss

37.7 Subject to Clauses 37.1, 37.2 and 37.8, 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:

37.7.1 indirect loss or damage

37.7.2 special loss or damage;

37.7.3 consequential loss or damage;

37.7.4 loss of profits (whether direct or indirect);

37.7.5 loss of turnover (whether direct or indirect);

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

37.7.7 damage to goodwill (whether direct or indirect),

37.8 The provisions of Clause 37.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor

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

(i) to any third party;

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

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

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

37.8.3 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);

37.8.4 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

37.8.5 damage to the Authority's physical property and tangible assets, including damage under Condition 49 (*Contractor's Personnel at Government Establishments*) and Condition 56 (*Issued Property*)

37.8.6 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;

37.8.7 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);

37.8.8 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

37.8.9 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

37.9 If any limitation or provision contained or expressly referred to in this Condition 37 (*Limitation of Contractor's Liability*) 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 38 (*Limitation of Contractor's Liability*).

Third Party Claims or Losses

37.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under Part 2, Schedule 14 (*Intellectual Property Rights in Software*) and Part 4, Schedule 14 (*Third Party Intellectual Property - Rights and Restrictions*) 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

37.10.1 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

37.10.2 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

37.11 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.

38. Performance

38.1 The Parties shall comply with the provisions of Schedule 17 (*Performance*).

38.2 The Authority, the Authority's Representative and any agents or consultants of the Authority (such agents and consultants to be subject to the Contractor's consent, not to be unreasonably withheld or delayed) may, between the hours of 8:30 am to 17:30 pm on any Monday to Friday (which is a Working Day and with reasonable prior notice (having regard to any co–location working which the Contractor

hereby confirms will require a short notice period of no more than one (1) hour), undertake inspection of any of the Contractor Deliverables, and make any audit or check of any aspect of the Contractor's performance of this Contract as required by the Authority or where the same shall have been requested by the National Audit Office. The Contractor shall promptly provide all reasonable co-operation in relation to any inspection, audit or check.

38.3 The Authority may undertake its own performance monitoring at any time for any purpose in relation to the Contract (and for any UK Government purposes as requested by the Authority from time to time with the consent of the Contractor (such consent not to be unreasonably withheld or delayed)), including in order to ensure that the Contractor Deliverables are being provided in accordance with the Contract.

39. Contractor's Records

39.1 The Contractor and their sub-contractors 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.

39.2 The Contractor and their sub-contractors 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:

39.2.1 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

39.2.2 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.

39.3 With regard to the records made available to the Authority under Clause 39.1 of this Condition 39 (*Contractor's Records*), and subject to the provisions of Condition 17 (*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.

39.4 Unless the Contract specifies otherwise the records referred to in this Condition 39 (*Contractor's Records*) shall be retained for a period of at least 6 years from:

39.4.1 the end of the Contract term;

39.4.2 the termination of the Contract; or

39.4.3 the final payment,

whichever occurs latest

40. Financial Management Information

40.1 For the purposes of this Condition 40 (*Financial Management Information*) shall mean the value of work completed at a given point in time.

40.2 As a minimum the Contractor shall report the Financial Management Information to the Authority as detailed in Schedule 19 *(Financial Management Information)* to the Contract to the Authority's Commercial Representative as shown in Schedule 9 (*Representatives*) to the Contract within:

40.2.1 twenty (20) Business Days of the Effective Date of the contract;

40.2.2 after a change that exceeds either 5% (five percent) of the contract value or [redacted]; and

40.2.3 at a frequency specified in the Contract.

40.3 The Contractor shall retain the Financial Management Information and supporting financial records in accordance with Condition 39 (*Contractor's Records*).

41. SME Spend Data Collection

41.1 The Contractor shall by the end of February, in writing, having regard for the end date of the Contractor's financial year, each year during the Term of the Contract (at (subject to the operation of Clause 41.4 of this Condition 41 *(SME Spend Data Collection)*) no additional cost, charge and expense to the Authority) provide to the Authority the information identified in Annex B to Schedule 19 (*Financial Management Information*) (as amended by the Authority from time-to-time and with each such amended version taking effect in accordance with Clause 41.4 of this Condition 41 *(SME Spend Data Collection)*, including:

41.1.1 the total Revenue on and prior to the Reporting Date in respect of the relevant financial year immediately prior to the Reporting Date;

41.1.2 the total value of Subcontract Revenue paid under the Contract in respect of the relevant financial year immediately prior to the Reporting Date; and

41.1.3 the total value of Subcontract Revenue paid to SMEs and VCSEs in respect of the relevant financial year immediately prior to the Reporting Date.

41.2 The Authority may issue from time to time guidance to the Contractor in relation to the completion of Annex B to Schedule 19 (*Financial Management Information*) (and the Contractor shall not unreasonably refuse to comply with any such guidance so issued when completing such form and complying with this Condition 41 (*SME Spend Data Collection*).

41.3 The Authority may at any time during the Term change the reporting template provided that the Authority shall have given a minimum of 20 (twenty) Business days' advance notice in writing of the scope and nature of such change or changes. The changes may include the data required or format of the report or both. The parties agree that no such change shall constitute a formal amendment of the Contract in accordance with Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*).

41.4 Where the Contractor is reasonably likely to incur additional costs arising from any change to the reporting template in Annex B to Schedule 19 (*Financial Management Information*) notified by the Authority to the Contractor pursuant to Clause 41.3 of this Condition 41 *(SME Spend Data Collection)*, the Contractor may notify the Authority to such effect providing at the same time a Contractor Change Proposal (as defined in Condition 7 (*Contract Change Control Procedure)* including the information identified in Clause 7.5 of Condition 7 (*Contract Change Control Procedure)*. On and from the date on which the Authority receives such notification and proposal the Parties shall operate, and comply with their respective obligations under Clauses 7.4 and 7.5 of Condition 7 (*Contract Change Control Procedure)* in relation to such change (but not "Authority Changes" and "Notice of Change" of Condition 7 (*Contract Change Control Procedure)*, which shall not apply in relation to such change) and for the purposes of this Condition 41 (*SME Spend Data Collection*) all references to "Contractor Proposal" shall be construed as references to the "Contractor Change Proposal" and "Authority Notice of Change" shall be construed as references to the Authority's notice issued pursuant to Clause 41.4 of this Condition 41 *(SME Spend Data Collection).*

41.5 Notwithstanding the requirements of Condition 39 (*Contractors Records*), the Contractor shall retain the information identified in Clause 41.4 of this Condition 41 (*SME Spend Data Collection*) and supporting records for a period of twenty-four (24) months commencing on the date of their provision pursuant to Clause 41.2 of this Condition 41 (*SME Spend Data Collection*).

42. Protection of Personal Data

43.1 In this Condition 42 (*Protection of Personal Data*), the expressions "Controller", "Data Subject", "Personal Data", Personal Data Breach and "Processor" shall have the same meanings as in Article 4 of the GDPR.

42.2 Data Protection Legislation means:

42.2.1 the General Data Protection Regulation (Regulation (EU) 2016/679);

42.2.2 the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy; and

42.2.3 all applicable laws about the processing of personal data and privacy.

42.3 Both Parties acknowledge that there is no processing of Personal Data associated with or intrinsic to the performance of the Contract. The incidental exchange of Personal Data for the purpose of communication to give effect to the Contract or the business relationship is not considered to be processing of Personal Data by either Party on behalf of the other.

42.4 The Contractor shall notify the Authority promptly if it considers that any of the Authority's instructions obligate the Contractor to take on the role of Processor under the Data Protection Legislation beyond that which is contemplated in Clause 42.3 of this Condition 42 (*Protection of Personal Data*). The Authority agrees that the Contractor shall not be required to provide legal advice to the Authority and that such notification (or absence of notification) by the Contractor will not be construed as legal advice or representation by the Contractor.

42.5 Should the Contract be amended to require the Contractor to process Personal Data as a Processor on behalf of the Authority as a result of Clause 42.4 of this Condition 42 (*Protection of Personal Data*) or otherwise the Contract will be amended to include DEFCON 532B and DEFFORM 532 in accordance with the provisions of Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*). Where the Contract is amended to include processing of Personal Data as a Joint Controller, the Parties agree that they shall amend the Contract to include appropriate contractual clauses, including but not limited to clauses dealing with notification in the event of a Personal Data Breach and requests from Data Subjects for access to their Personal Data.

42.6 Notwithstanding Clause 42.3, each Party undertakes to comply with its obligations as Controller under the Data Protection Legislation.

43. <u>Cyber</u>

Definitions

43.1 In this Clause 43.1 the following words and expressions shall have the meanings given to them below, except where the context requires a different meaning:

43.1.1 "**Associated Company**" means:

(i) any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and

(ii) any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a Third Party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;

43.1.2 "**Cyber Risk Level**" means the level of Cyber Risk relating to this Contract and/or any Sub-Contract assessed in accordance with the Cyber Security Model;

43.1.3 "**Cyber Security Implementation Plan**" means the plan referred to in Clause 43.3 , including but not limited to any risk-balance case and mitigation measures required by the Authority;

43.1.4 "**Cyber Security Incident**" means an event, act or omission which gives rise or may give rise to:

(i) unauthorised access to an information system or electronic communications network;

(ii) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network;

(iii) destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;

(iv) removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or

(v) the appropriation, publication, dissemination or any other use of non- public MOD Identifiable Information by persons unauthorised to do so;

43.1.5 "**Cyber Security Instructions**" means Def Stan 05-138, together with any relevant ISN and specific security instructions relating to the Contract issued by the Authority to the Contractor;

43.1.6 "**Cyber Security Model**" or "**CSM**" means the process by which the Authority ensures that MOD Identifiable Information is adequately protected from a Cyber Security Incident and includes the CSM Risk Assessment Process, Def Stan 05-138 and the CSM Supplier Assurance Questionnaire;

43.1.7 "**CSM Risk Assessment Process**" means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Level for this Contract and any Sub-Contract;

43.1.8 "**CSM Supplier Assurance Questionnaire**" means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with this Condition 43 (*Cyber*);

43.1.9 "**Data**" means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media.

43.1.10 "**Def Stan 05-138**" means the Defence Standard 05-138 as amended or replaced from time to time;

43.1.11 "**Electronic Information**" means all information generated, processed, transferred or otherwise dealt with under or in connection with this Contract, including but not limited to Data, recorded or preserved on any information system or electronic communications network;

43.1.12 "**Good Industry Practice**" means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;

43.1.13 "**ISN**" means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at: https://www.gov.uk/government/publications/industry-security-notices-isns;

43.1.14 "**JSyCC WARP**" means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;

43.1.15 "**MOD Identifiable Information**" means all Electronic Information which is attributed to or could identify an existing or proposed Authority capability, defence activities or personnel and which the Authority requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;

43.1.16 "**NSA/DSA**" means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirement to be applied by the Contractor and for ensuring compliance with applicable national security regulations;

43.1.17 "**Sites**" means any premises from which Contractor Deliverables are provided in connection with this Contract or from which the Contractor or any relevant Sub-Contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Contractor or any relevant Sub-Contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Contract;

43.1.18 "**Sub-Contract**" means any Sub-Contract at any level of the supply chain, whether awarded directly by the Contractor or indirectly by any lower tier Sub-Contractor or Associated Company, which is entered into as a consequence of or in connection with this Contract;

43.1.19 "**Sub-Contractor**" means a Sub-Contractor of the Contractor or any Associated Company whether a direct Sub-Contractor or at any lower level of the supply chain who provides any Contractor Deliverables in connection with this Contract;

43.1.20 "**Supplier Cyber Protection Service**" means the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.

Authority obligations

43.2 The Authority shall:

43.2.1 determine the Cyber Risk Level appropriate to the Contract and, where the Contractor has not already been notified of the Cyber Risk Level prior to the date of the Contract, shall provide notification of the relevant Cyber Risk Level and the appropriate Cyber Security Instructions to the Contractor as soon as is reasonably practicable; and

43.2.2 notify the Contractor as soon as reasonably practicable where the Authority reassesses the Cyber Risk Level relating to this Contract.

Contractor obligations

43.3 The Contractor shall, and shall procure that its Sub-Contractors shall:

43.3.1 comply with Def Stan 05-138;

43.3.2 complete the CSM Risk Assessment Process in accordance with the Authority's instructions, ensuring that any change in the Cyber Risk Level is notified to any affected Sub-Contractor, and complete a further CSM Risk Assessment Process or CSM Supplier Assurance Questionnaire where a change is proposed to the Contractor's supply chain which has or may have an impact on the Cyber Risk Level of this Contract or on receipt of any reasonable request by the Authority;

43.3.3 carry out the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract, commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire;

43.3.4 having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge its obligations under this Condition 43 (*Cyber*) in accordance with Good Industry Practice, provided always that where there is a conflict between the Contractor's obligations under Clause 43.3.1 and this Clause 43.3.4 , the Contractor shall notify the Authority in accordance with the notification provisions in Def Stan 05-138 as soon as it becomes aware of the conflict and the Authority shall determine which standard or measure shall take precedence;

43.3.5 comply with all Cyber Security Instructions notified to it by the Authority as soon as reasonably practicable;

43.3.6 notify the JSyCC WARP in accordance with ISN 2014/02 as amended or updated from time to time and the Contractors NSA/DSA, and in the case of a Sub-Contractor also notify the Contractor, immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing full details of the circumstances of the incident and any mitigation measures already taken or intended to be taken;

43.3.7 in coordination with its NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the Authority and its agents and representatives and its NSA/DSA to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the Contractor's NSA/DSA in the circumstances and taking into account the Cyber Risk Level;

43.3.8 consent to the Authority recording and using information obtained in relation to this Contract for the purposes of the Cyber Security Model whether on the Supplier Cyber Protection Service or elsewhere. For the avoidance of doubt such information shall include the cyber security accreditation of the Contractor and/or Sub-Contractor as appropriate; and

43.3.9 include provisions equivalent to Clause 43.7.1 in all Sub-Contracts imposing provisions equivalent to this Clause 43.3 (the "**Equivalent Provisions**") and, where a Sub-Contractor breaches terms implementing this Clause 43.3 in a Sub-Contract, the Contractor shall and shall

procure that its Sub-Contractors shall, in exercising their rights or remedies under the relevant Sub-Contract:

(i) notify the Authority of any such breach and consult with the Authority regarding any remedial or other measures which are proposed as a consequence of such breach, taking the Authority's view into consideration; and

(ii) have regard to the Equivalent Provisions,

PROVIDED ALWAYS THAT where the Contractor has notified the Authority that it or one or more of its Sub-Contractors cannot comply with Clauses 43.3.1 to 43.3.9 , the Authority and Contractor will seek to agree a Cyber Security Implementation Plan and where the Authority has agreed a Cyber Security Implementation Plan with the Contractor, the Contractor shall, and shall procure that its Sub-Contractors shall, comply with such Cyber Security Implementation Plan until implementation is agreed to have been achieved whereupon Clauses 43.3.1 to 43.3.9 shall apply in full. In the event that a Cyber Security Implementation Plan cannot be agreed the matter shall be resolved in accordance with the Dispute Resolution Procedure.

Management of Sub-Contractors

43.4

43.4.1 The Authority agrees that the Contractor shall be entitled to rely upon the self-certification by a Sub-Contractor of its compliance with its obligations pursuant to Clause 43.3.1. In the event that a Sub-Contractor is found to be in breach of its obligations in Clause 43.3.1, and where the Contractor has relied upon the Sub-Contractor's self-certification, the Contractor shall not be held to be in breach of this Clause 43.4.

43.4.2 Where the Contractor becomes aware that a Sub-Contractor is not complying with its obligations, the Contractor shall notify the Authority and provide full details of the Sub-Contractor's non-compliance as soon as reasonably practicable and shall consult with the Authority as to the appropriate course of action which may include but not be limited to the agreement of a remedial plan or termination of the Sub-Contract having regard to Clause 43.3.9.

43.4.3 Having regard to the Authority's views, the Contractor shall take all reasonable measures to address any non-compliance of a Sub-Contractor in accordance with the reasonable timescales required by the Authority. Where the Contractor fails to do so, this shall amount to a breach of this Clause 43.4 and the provisions of Clause 43.7.2 or 43.7.3 as appropriate shall apply.

43.4.4 The Contractor shall, and shall procure that its Sub-Contractors shall, include provisions equivalent to this Clause 43.4 in all Sub-Contracts which flow down the obligations set out in Clause 43.3.1 of this Condition 43 (*Cyber*) of the Contract.

Records

43.5

43.5.1 The Contractor shall keep and maintain, and shall ensure that any Sub-Contractor shall keep and maintain, until six (6) years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:

(i) details of all MOD Identifiable Information relating to the Contractor Deliverables provided under this Contract; and

(ii) copies of all documents required to demonstrate compliance with Def Stan 05-138 and this Condition 43 (*Cyber*), including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Contractor and/or Sub-Contractor.

43.5.2 The Contractor shall, and shall ensure that any Sub-Contractor shall, on request provide the Authority, the Authority's Representatives and/or the Contractors NSA/DSA such access to those records as may be required in connection with this Contract.

Audit

43.6

44.6.1 Except where an audit is imposed on the Authority by a regulatory body or there is a Cyber Security Incident in which case the Contractor agrees, and shall procure that its Sub-Contractors agree, that the Authority and its representatives, in coordination with the NSA/DSA or the NSA/DSA on behalf of the Authority, may conduct such audits as it considers in its absolute opinion necessary, the Authority, its representatives and/or the NSA/DSA may, not more than twice in any calendar year and for a period of six (6) years following the termination or expiry of this Contract, whichever is the later, conduct an audit for the following purposes:

(i) to review and verify the integrity, confidentiality and security of any MOD Identifiable Information;

(ii) to review the Contractor's and/or any Sub-Contractor's compliance with its obligations under this Condition 43 (*Cyber*); and

(iii) to review any records created during the provision of the Contractor Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Contractor Deliverables for the purposes of Clauses 43.6.1(i) and 43.6.1(ii).

43.6.2 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor and/or Sub-Contractor or delay the provision of the Contractor Deliverables and supplier information received by the Authority in connection with the audit shall be treated as confidential information.

43.6.3 The Contractor shall, and shall ensure that any Sub-Contractor shall, on demand provide the Authority and any relevant regulatory body, including the NSA/DSA, (and/or their agents or representatives), together the "**Auditors**", with all reasonable co-operation and assistance in relation to each audit, including but not limited to:

(i) all information requested by the Authority within the permitted scope of the audit;

(ii) reasonable access to any Sites controlled by the Contractor or any Associated Company or any Sub-Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of this Contract and, where such Sites and/or equipment are not within the control of the Contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and

(iii) access to any relevant staff.

43.6.4 The Authority shall endeavour to (but is not obliged to) provide at least fifteen (15) calendar days' notice of its intention to conduct an audit.

43.6.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Condition 43 (*Cyber*), unless the audit identifies a material breach of the terms of this Condition 43 (*Cyber*) by the Contractor and/or Sub-Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

Breach of obligations

43.7

43.7.1 In exercising its rights or remedies under this Condition 43 (*Cyber*), the Authority shall:

(i) act in a reasonable and proportionate manner having regard to such matters as the gravity of any breach or potential breach and the Cyber Risk Level of the Contract; and

(ii) give all due consideration, where appropriate, to action other than termination of this Contract, including but not limited to a remedial period if this is appropriate in all the circumstances.

43.7.2 Where the Cyber Risk Level of this Contract is assessed to be moderate or high, and the Contractor breaches the terms of this Condition 43 (*Cyber*), the Authority shall be entitled to terminate this Contract (whether in whole or in part) and the provisions of Condition 71 (*Material Breach*) shall apply.

43.7.3 Where the Cyber Risk Level of the Contract is assessed to be very low or low, and the Contractor breaches the terms of this Condition 43 (*Cyber*), the Authority shall be entitled:

(i) to recover from the Contractor the amount of any Loss sustained in consequence of any breach of this Condition 43 (*Cyber*); and

(ii) where the Contractor does not comply with any reasonable instructions issued by the Authority or the NSA/DSA within the time period specified to remedy such breach or prevent further breaches, the Authority shall be entitled to terminate this Contract (whether in whole or in part) and the provisions of Condition 71 (*Material Breach*) shall apply.

43.7.4 Where the Contractor commits an act of fraud, negligence or wilful misconduct in respect of its obligations under this Condition 43 (*Cyber*) the Authority shall be entitled to terminate this Contract (whether in whole or in part) and the provisions of Condition 71 (*Material Breach*) shall apply.

General

43.8

43.8.1 On termination or expiry of the Contract, the provisions of this Condition 43 (*Cyber*) excepting Clauses 43.3.2 and 43.3.3 shall continue in force so long as the Contractor and/or Sub-Contractor holds any MOD Identifiable Information relating to the Contract.

43.8.2 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Condition 43 (*Cyber*) that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

43.8.3

(i) The Contractor agrees that the Authority has absolute discretion to determine changes to DEFSTAN 05-138 and/or the Cyber Risk Level. In the event that there is such a change to DEFSTAN 05- 138 or the Cyber Risk Level, then either Party may seek an adjustment to the Contract Price for any associated increase or decrease in costs and the Contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05- 138 or Cyber Risk Level provided always that the Contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and further provided that such costs shall not be allowed unless they are considered to be appropriate, attributable to the Contract and reasonable in all the circumstances.

(ii) Subject to 43.8.3(i) above, where the Contractor seeks such adjustment or extension, the Authority will proceed in accordance with Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*) to determine the request for adjustment or extension. The Contractor must deliver a Contractor Change Proposal to the Authority within 8 weeks of the occurrence of the change in DEFSTAN 05-138 or Cyber Risk Level or such longer period as may be agreed by the Parties, identifying the impact of that change and accompanied by full details of the request for adjustment. For the avoidance of doubt, the Authority shall not be required to withdraw any Authority Notice of Change which may have been issued insofar as it relates to DEFSTAN 05-138 or the Cyber Risk Level whether or not the Contractor Change Proposal is rejected. In the event that the Contractor does not agree with the Authority's determination, then the provisions of Condition 68 (*Dispute Resolution*), or any agreed alternative dispute resolution procedure, shall apply

43.8.4 The Contractor shall not recover any costs and/or other losses under or in connection with this Condition 43 (*Cyber*) where such costs and/or other losses are recoverable or have

been recovered by the Contractor elsewhere in this Contract or otherwise. For the avoidance of doubt, this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Contractor is able to or has recovered such sums in any other provision of this Contract or has recovered such costs and/or Losses in other contracts between the Contractor and the Authority or with other bodies.

43.9 Further to this Condition 43 (Cyber) the Cyber Risk Profile of the Contract is Moderate, as defined in Def Stan 05-138.

44. Import and Export Licences

44.1 If, in the performance of this Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

Obtaining a licence or authorisation from a foreign government – Contractor obligations

44.2 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 requirement and, where the Contractor or any Contractor Related Party is the applicant for the licence or authorisation the Contractor shall:

44.2.1 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 44 (*Import and Export Licences*) shall also include information, technical data and software), unless otherwise agreed with the Authority, identify in the application:

(i) the end user as: The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the address is:

Ministry of Defence
Whitehall London,
SW1A 2HB (and all UK Locations)

(ii) the end use as: For the Purposes of The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland,

44.2.2 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".

44.3 If the Contractor or any Sub-Contractor 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 Sub-Contractor, provided always that for the purposes of this Condition 44 (*Import and Export Licences)* "materiel" shall mean information, technical data and items, including Articles, components of Articles and software.

44.4 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 notify the Authority of dependencies for the export licence or import licence or authorisation application, and for grant and maintenance 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.

44.5 During the Contract Period and for a period of up to two (2) years from the end of the Contract Period, however extended in accordance with the terms 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 circumstances to make the request. Where subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

44.5.1 the Contractor shall, or procure that the Sub-Contractors 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 to resolve the issue, the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing, import licensing or authorisation (as the case may be) subject matter experts; and

44.5.2 the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

44.6 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.

44.7 Where compliance with Clauses 44.5 and 44.6 requires an amendment to this Contract, such amendment will be made and any subsequent price variation will be determined in accordance with Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*) as an Authority Change.

44.8 Where the Authority invokes Clauses 44.5 and 44.6, the Authority will pay the Contractor's fair and reasonable costs for such service based on the cost of providing it, such costs shall form part of the Contract Price.

44.9 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 Sub-Contract equivalent obligations to those set out in this Condition 44 (*Import and Export Licences*). Where it is not possible to include equivalent obligations to those set out in this Condition 44 (*Import and Export Licences*), the Contractor shall report that fact and the circumstances to the Authority.

Obtaining a licence or authorisation from a foreign government – Authority obligations

44.10 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.

44.11 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.

Contractor obligation to provide information

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

44.12.1 a non-UK export licence, authorisation or exemption; or

44.12.2 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. For the avoidance of doubt, this does not include the Intellectual Property specific restrictions of the type referred to in Schedule 14 (*Intellectual Property Rights*).

44.13 If at any time during the Contract Period the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 44.12.1 or 44.12.2, it 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.

44.14 If the information to be provided under Clause 44.13 has been provided previously to the Authority by the Contractor under this 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 45.13.

44.15 During the Contract Period, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 44.13 or 44.14 of which it becomes or is 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.

44.16 For a period of up to two (2) years from the end of the Contract Period however extended in accordance with the terms of this Contract and in response to a specific request by the Authority's Representative, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 44.13 or 44.14 of which it becomes 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.

44.17 Where following receipt of materiel from a Sub-Contractor or any of its other suppliers, restrictions are notified to the Contractor by that Sub-Contractor, 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 five (5) Working Days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the Contractor within five (5) Working Days of receipt of a proposal whether it is acceptable and where appropriate this Contract shall be modified in accordance with its terms to implement the proposal.

44.18 If the restrictions prevent the Contractor from performing its obligations under this Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend this Contract in accordance with Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*) or as otherwise may be provided by this Contract or to terminate this Contract. Except as set out in Clause 44.19, 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 payments that would otherwise be due under this Contract for work successfully carried out prior to such termination, 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 Condition 68 (*Dispute Resolution*).

44.19 In the event that the restrictions notified to the Authority pursuant to Clause 44.13 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 Clause 44.15 or 44.17 (*Contractor obligation to provide information*) 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 44.13, termination under Clause 44.18 will be in accordance with Condition 70 (*Material Breach*) and the provisions of Clause 44.23 will not apply.

Authority obligation to provide information

44.20 The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as GFA. Where the Authority is to provide materiel necessary to enable the Contractor to perform this Contract or in respect of which the Contractor Deliverables 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 44.12 above, 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.

44.21 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.

44.22 Where:

44.22.1 restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clause 44.20 or 44.21 ; or

44.22.2 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 its obligations under this Contract, the matter shall be handled under the terms of Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*) or as may otherwise be provided by this Contract as appropriate and if no alternative solution satisfies the essential terms of this Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate this Contract. Termination under these circumstances will be under the terms of Condition 71 (Material Breach).

45. Authorisation by the Crown for use of Third-Party Intellectual Property Rights

45.1 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 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.

46. Intellectual Property Rights

46.1 The obligations of both Parties relating to Intellectual Property Rights for the Contract shall be in accordance with the conditions at Schedule 14 (*Intellectual Property Rights*).

47. Official Sensitive Security Requirements

47.1 In this Condition 47 “Information” means information recorded in any form disclosed or created in connection with the Contract.

47.2 The Contractor shall protect all Information relating to the aspects designated OFFICIAL-SENSITIVE in the Security Aspects Letter BATCM/0322 MULTI-MODE RADIO, dated 01 Sept 21 at Schedule 11 of the Contract, and in accordance with Schedule 12 *(Security Measures)* to the Contract.

47.3 The Contractor shall include the requirements and obligations set out in Clause 47.2 of this Condition 47 *(Official Sensitive Security Requirements)* in any Sub-contract placed in connection with or for the purposes of the Contract which requires disclosure of OFFICIAL-SENSITIVE Information to the Subcontractor or under which any Information relating to aspects designated as OFFICIAL-SENSITIVE is created by the Subcontractor. The Contractor shall also include in the Sub-contract a requirement for the Sub-contractor to flow the requirements of this Condition 47 (*Official Sensitive Security Requirements*) to its Sub-contractors and through all levels of the supply chain to the lowest level where any OFFICIAL-SENSITIVE Information is handled.

48. Access and Facilities to be Provided by the Contractor

Authority's monitoring and inspection rights

48.1 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 monitoring the Contractor's progress and quality standards in performing the Contract.

48.2 As far as reasonably practical, the Contractor shall ensure that the provisions of Clause 48.1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

49. Contractor's Personnel at Government Establishments

49.1 The provisions of Schedule 7 *(Contractor's Personnel at Government Establishments)* to the Contract shall apply to this Contract.

50. Supply of Data for Hazardous Articles, Materials and Substances

50.1 The Contractor shall provide to the Authority:

50.1.1 for each hazardous material or substance supplied a "**Safety Data Sheet**" ("**SDS**") in accordance with the extant Classification, Labelling and Packaging (CLP) Regulation 1272/2008 ("**CLP**"); or

50.1.2 for each hazardous Article, safety information as required by the Health and Safety at Work etc. Act 1974 at the time of supply.

Nothing in this Condition 50 (*Supply of Data for Hazardous Articles, Materials and Substances*) shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor and/or the Contractor's obligations under Schedule 2 (*Schedule of Requirements*).

50.2 If the item of supply contains or is a substance falling within the scope of the extant UK Registration, Evaluation, Authorisation and Restriction of Chemicals Regulations "REACH"

50.2.1 the Contractor shall provide to the Authority an SDS for the substance in accordance with REACH. 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 and forward it to the Authority and to the address listed in Clause 50.8; and

50.2.2 the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

50.3 If the Contractor is required, under, or in connection with the Contract, to supply Articles or components of Articles that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, the Contractor shall provide to the Authority a list of those hazardous materials or substances, and, for each hazardous material or substance listed, provide an SDS.

50.4 The Contractor shall provide to the Authority a completed DEFFORM 68.

50.5 If the Articles, materials or substances are ordnance, munitions or explosives, in addition to the requirements of GB CLP and UK REACH the Contractor shall comply with the hazard reporting requirements of Def Stan 07-085 (Design Requirement for Weapons and Associated Systems).

50.6 If the Articles, materials or substances are or contain or embody a radioactive substance as defined in the extant Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

50.6.1 activity; and

50.6.2 the substance and form (including any isotope).

50.7 If the Articles, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

50.8 Any SDS to be provided in accordance with this Condition 50 (*Supply of Data for Hazardous Articles, Materials and Substances*), including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 50.1.1 and 50.2.1, any information arising from the provisions of Clauses 50.5, 50.6 and 50.7 and the completed DEFFORM 68, shall be sent directly to the Authority's Representative as soon as practicable, and no later than one (1) month prior to the delivery of the relevant Articles, materials or substances. In addition, so that the safety information can reach users without delay, the Contractor shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hard copy is available, to the addresses below:

50.8.1 Hard copies to be sent to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

50.8.2 Emails to be sent to:

DESTECH-QSEPEnv-HSISmulti@mod.gov.uk

50.9 Failure by the Contractor to comply with the requirements of this Condition 50 (*Supply of Data for Hazardous Articles, Materials and Substances*) shall be grounds for rejecting the affected Articles. Any withholding of information concerning hazardous Articles, materials or substances shall be regarded as a breach of the Contract for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract pursuant to Condition 71 (*Material Breach*) without compensation to the Contractor.

50.10 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.

51. Delivery / Collection

51.1 The Authority may specify to the Contractor that the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

51.1.1 contact the Authority's Project Manager as detailed in Schedule 9 *(Representatives)* to the Contract in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery as requested;

51.1.2 comply with any special instructions for arranging Delivery as notified by the Authority;

51.1.3 ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified by the Authority), a DEFFORM 129J in accordance with the instructions;

51.1.4 be responsible for all costs of Delivery; and

51.1.5 Deliver the Contractor Deliverables to the Consignee at the address specified by the Authority by the Delivery Date between the hours agreed by the Parties.

51.2 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:

51.2.1 contact the Authority's Representative (Transport) as detailed in box 10 of Schedule 23 *(DEFFORM 111)* to the Contract in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;

51.2.2 comply with any special instructions for arranging Collection as notified by the Authority;

51.2.3 ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified by the Authority), a DEFFORM 129J in accordance with the instructions;

51.2.4 ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified by the Authority) by the Delivery Date between the hours agreed by the Parties; and

51.2.5 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) detailed in box 10 of Schedule 23 *(DEFFORM 111)* to the Contract.

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

51.3.1 on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with Clause 51.2 of this Condition 51 *(Delivery/Collection)*; or

51.3.2 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 51.3 of this Condition 51 *(Delivery/Collection)* .

52. Acceptance

52.1 Acceptance of the Contractor Deliverables shall occur in accordance with the testing and acceptance procedures specified at Condition 53 (*Testing and Acceptance Procedure*).

52.2 If no acceptance procedure is so specified acceptance shall occur when either:

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

52.2.2 the time limit in which to reject the Contractor Deliverables defined in Clause 54.2 of Condition 54 *(Rejection)* has elapsed.

53. Testing and Acceptance Procedure

53.1 Each party shall bear its own costs for tests set out in Schedule 4 *(Acceptance Procedure)* to the Contract.

53.2 Following the performance of the test/s, the Contractor shall submit test reports to the Authority.

53.3 If the Contractor does not successfully complete or pass any test, the provisions of Schedule 17 *(Performance)* to the Contract shall apply.

54. Rejection

54.1 If any of the Contractor Deliverables delivered to the Authority do not conform to the Specification or any other terms of this 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 within thirty (30) Business Days.

54.2 Rejection of any of the Contractor Deliverables under Clause 54.1 of this Condition 54 *(Rejection)* shall take place within thirty (30) Business Days.

55. Self-to-Self Delivery

55.1 Where the Authority advises the Contractor that any Contractor Deliverables are to be Delivered by the Contractor to its 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.

56. Issued Property

56.1 All Issued Property shall remain the property of the Authority. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority.

56.2 Neither the Contractor, nor any Sub-Contractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, Sub-Contractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of such lien, are brought to the notice of all Sub-Contractors and other persons dealing with any Issued Property.

Receipt

56.3 Subject to Clauses 56.4 and 56.7, within fourteen (14) Working Days of receipt of Issued Property, or such other longer period as may be specified in the Contract, the Contractor shall:

56.3.1 check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract;

56.3.2 conduct a reasonable visual inspection; and

56.3.3 conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided,

and notify the Authority of any defects, deficiencies or discrepancies discovered.

56.4 Where Issued Property is packaged it shall not be unpacked earlier than is necessary. The period identified at Clause 56.3 shall count from the date on which packages are opened.

56.5 The Authority shall within a reasonable time after receipt of any notice under Clause 56.3 of this Condition 56 (*Issued Property*) replace, re-reissue or authorise repair of Issued Property agreed to be defective or deficient and, if appropriate, The Authority shall revise the Contract Price, delivery schedule or both. If appropriate, it shall also issue written instructions for the return or disposal of the defective or deficient Issued Property.

56.6 In the event that the Authority fails to provide, replace or authorise repair of defective or deficient Issued Property within a reasonable time of receipt of a notice in accordance with Clause 50.3, fair and reasonable revisions of the Contract Price, delivery schedule or both shall be made as may be appropriate provided that the Contractor has taken all reasonable measures to mitigate the consequences of any such delay.

56.7 Clauses 56.3 to 56.7(inclusive) do not apply in the following circumstances:

56.7.1 where Issued Property is issued for the purpose of repair, overhaul, conversion or other work to be performed on the Issued Property, inspection of such property shall be as specified in the Contract;

56.7.2 where the Contractor can show that the Issued Property cannot be fully tested until it has been integrated with other items, inspection of such property shall be as specified in the Contract;

56.7.3 where Special Jigs, Tools Etc. become Issued Property under Condition 60 (*Special Jigs, Tooling and Test Equipment*).

Custody

56.8 Subject to Clause 56.11 below, and any limitation or exclusion of liability as may be specified in the Contract, the Contractor shall be responsible for the safe custody and due return of Issued Property, whether or not incorporated into the Articles, and shall be responsible for all loss or damage thereto, until re-delivered in accordance with the Authority's instructions or until the expiry of the period specified in Clause 56.14 below.

56.9 The Contractor shall be responsible for such calibration and maintenance of the Issued Property as is specified in the Contract.

56.10 If requested, the Authority, within a reasonable time, and where practicable before delivery of the Issued Property, shall notify the Contractor of the value of the Issued Property.

56.11 The Contractor shall not be liable in respect of:

56.11.1 defects or deficiencies notified to the Authority in accordance with Clause 56.3 of this Condition 56 (*Issued Property*) or latent defects which the Contractor can show could not reasonably have been discovered by means of the activities described at Clause 56.3 of this Condition 56 (*Issued Property*);

56.11.2 fair wear and tear in Issued Property resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the Contractor);

56.11.3 Issued Property rendered unserviceable as a direct result of ordinary performance of the Contract; and

56.11.4 any Loss or damage to Issued Property arising from:

(i) aircraft or other aerial devices or objects dropped from them, including pressure waves caused by aircraft or such devices whether travelling at sonic or supersonic speeds;

(ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;

(iii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; or

(iv) riot, civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or acts of the Queen's enemies.

Return of Issued Property

56.12 The Contractor shall:

56.12.1 open and maintain a Public Store Account (PSA) in accordance with DEF STAN 05-099;

56.12.2 ensure that all property of the Authority recorded in the PSA, including but not limited to Issued Property, is available for inspection by the Authority at any reasonable time;

56.12.3 on being given two months notice or such other period as has been stated in the Contract permit, and co-operate with, the Authority to conduct audits of the property of the Authority recorded in the PSA in a manner to be determined by the Authority; where the Authority has reasonable grounds to believe that the property of the Authority has not been used in accordance with the terms of issue then these audits may be conducted without notice.

56.13 Once title in Special Jigs, Tools etc has passed to the Authority in accordance with Clause 60.6 of Condition 60 (*Special Jigs, Tooling and Test Equipment*) the Contractor shall record that equipment in the PSA in accordance with DEF STAN 05-099.

56.14 At Contract completion the Contractor shall forward a list of Issued Property still held to the Authority's Commercial Officer named in the Contract. Return or disposal of such Issued Property will be as specified in the Contract, or as instructed by the Authority at Contract completion. If no disposal instructions are specified in the Contract the Authority shall provide such instructions within two months of the Contractor's written request to do so

57. Loss of or Damage to the Articles

57.1 Until delivery, the risk of loss of or damage to the Articles remains with the Contractor. Without prejudice to any other rights or remedies of the Authority, the Contractor shall make good any such loss or damage however caused or occasioned which occurs before delivery.

57.2 Clause 57.1 shall apply notwithstanding:

57.2.1 that the Articles may have been inspected by the Authority; or

57.2.2 that the property therein may have passed earlier than upon delivery.

57.3 Unless otherwise agreed and save for the provisions of Clause 57.4 of this Condition 57 (*Loss of or Damage to the Articles*), the Contractor shall not after delivery be at risk in respect of the Articles, except where the Authority rejects any Article under Condition 54 (*Rejection*), in which case the risk in the rejected Article shall revert to the Contractor on the earlier of:

57.3.1 the removal of the Article by the Contractor in accordance with Clause 54.4 of Condition 54 (*Rejection*); or

57.3.2 the close of business on the last day of the period in which the Contractor is required to remove the rejected Article in accordance with Clause 54.4 of Condition 54 (*Rejection*); or

57.3.3 the return of the Article by the Authority in accordance with Clause 54.5 of Condition 54 (Rejection).

57.4 Notwithstanding the provisions of Clause 57.3 of this Condition 57 (*Loss or Damage to the Articles*), if the Contractor has given notice of objection under Clause 54.7 of Condition 54 (Rejection) they shall not be at risk in respect of the rejected Article where a dispute between the parties relating to the rejection remains unresolved and the Article remains in the possession of the Authority.

57.5 This Condition shall not apply to any Articles issued to the Contractor by or on behalf of the Authority in connection with which the Contractor is required to carry out any Service. Such Articles shall be subject to Condition 56 (*Issued Property*).

58. Accounting for Property of the Authority

58.1 The Contractor shall:

58.1.1 maintain a Public Store Account (PSA), as defined in Def Stan 05-099, which shall include a complete list of all property of the Authority, as defined in Clause 58.2, and record for that property all transactions or other accounting information specified in Schedule 8 *(Government Furnished Assets)* to the Contract*;*

58.1.2 supply to the Authority quarterly reports on the current PSA holdings. At least one (1) report in any twelve (12) month accounting period or part thereof shall be a reconciled report. This shall be submitted with the Annual Certificate Form AAC 32 as required in Def Stan 05-099. The other three (3) reports submitted in the period may be un-reconciled advisory reports. The submission by the Contractor and receipt by the Authority of these reports shall not prejudice any rights or obligations of the Authority or the Contractor under the Contract;

58.1.3 ensure that the PSA is available for inspection by the Authority at any reasonable time;

58.1.4 on being given two (2) months' notice permit, and co-operate with, the Authority to conduct audits of the PSA in a manner to be determined by the Authority provided that where the Authority is not satisfied of the proper use of property of the Authority, an audit may be conducted without notice;

58.1.5 retain the PSA for a period of three (3) years after disposal of the last item of the property of the Authority or for any other period as may be specified in the Contract;

58.1.6 if the Authority agrees that a Sub-Contractor at whatever level of sub-contracting shall have responsibility in the Sub-Contractor's PSA for property of the Authority issued in aid of the Contract, the Contractor shall include in any Sub-Contract with those Sub-Contractors the provisions corresponding to those set out in this Condition 58 (*Accounting for Property of the Authority*) that apply to property of the Authority issued in aid of the Sub-Contract, in particular Clauses 58.1, 58.2, 58.4 and 58.7; and

58.1.7 manage the GFA component of the PSA in accordance with the provisions of Def Stan 05-099 and implement any new edition of or amendment to Def Stan 05-099 subject to Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*) within three (3) months of the publication date of the new edition. These amendments shall not have retrospective effect.

58.2 For the purposes of this Condition 58 (*Accounting for Property of the Authority*), "property of the Authority" means GFA and fixed assets, including property issued to the Contractor Condition 56 (*Issued Property*) and property of the Authority issued to the Contractor under any other authorising document except for property vested in the Authority under Clause 1 of DEFCON 649 (*Vesting*).

58.3 For the avoidance of doubt, it is a condition of the Contract that this Condition 58 (*Accounting for Property of the Authority*) shall apply to all property issued to the Contractor from the Effective Date, whether in aid of the Contract, any other contract or other agreement with the Authority. Property of the Authority issued prior to the Effective Date may be subject to separate contractual arrangements.

58.4 The obligations of the Contractor arising under this Condition 58 (*Accounting for Property of the Authority*) in respect of property of the Authority issued in aid of this Contract shall survive completion

of this Contract and shall not be completed until all such obligations are fulfilled including the provisions of Clause 58.1.5.

58.5 The obligations of the Contractor arising under this Condition 58 (*Accounting for Property of the Authority*) in respect of property of the Authority unconnected with this Contract shall survive completion of the Contract and shall not be completed until all those obligations are fulfilled. Including the provisions of Clause 58.1.5 unless and until a subsequent contract containing a conditions which is materially the same as Condition 58 (*Accounting for Property of the Authority*) is placed with the Contractor at which time obligations in respect of any remaining property of the Authority unconnected with the Contract shall be subsumed in the subsequent contract.

58.6 If, after completion of the Contract, no subsequent contract is placed containing this Condition 58 (*Accounting for Property of the Authority*) within the period detailed at Clause 58.1.5 then the obligations of the Contractor arising under this Condition 58 (*Accounting for Property of the Authority*) in respect of property of the Authority unconnected with the Contract shall cease on expiry of the period detailed in Clause 58.1.5.

58.7 The Authority reserves the right to amend Schedule 8 (*Government Furnished Assets*) without further consultation where the amendments arise from the Authority's proper and reasonable accounting requirements. For the purposes of this Condition 58 (*Accounting for property of the Authority*), Schedule 8 *(Government Furnished Assets)* shall be regarded as a specification which is subject to the provisions of Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*). If the Authority exercises this right:

58.7.1 the Contractor shall implement the amendment to Schedule 8 *(Government Furnished Assets)* at the commencement of the Authority's next accounting year provided that a notice of six (6) months or such other period as may expressly be agreed between the Authority and the Contractor is given to the Contractor. These amendments shall not have retrospective effect; and

58.7.2 the Contractor shall inform the Authority as soon as practicable, but in any event within three (3) months of notice having been given, if the Contractor cannot comply with the amendment to Schedule 8 *(Government Furnished Assets)*

59. Transport

59.1 The Contractor shall be responsible for transporting the Articles supported under the Contract and returning the items of Issued Property (as the case may be) from the point of origin to the relevant locations within the United Kingdom as notified by the Authority to the Contractor from time to time. The Contractor shall also be responsible for all loading and unloading of the Articles and the items of Issued Property, including, where necessary, the provision of special handling equipment.

60. Special Jigs, Tooling and Test Equipment

Introduction

60.1 The Contractor shall provide all jigs, tools, patterns moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software necessary for the manufacture of the Articles or for the performance of any other work in accordance with the Contract Schedule of Requirements, unless supplied by the Authority under the terms of Condition 56 (*Issued Property*).

60.2 For the purposes of this Condition, "Special Jigs, Tools Etc" means all special jigs, tools, patterns, moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software necessary for the manufacture of the Articles or for the performance of any other work, which are not tools of the trade, as used by the Contractor in the performance of the Contract.

60.3 If the Contract Price has yet to be agreed, the cost of Special Jigs, Tools Etc will not be accepted by the Authority as a direct charge to the Contract unless approved in writing. The Contractor may make a written application to the Authority that certain hardware or software, or both are special to the requirements of the Contract and that their provision should be met as a direct charge to the Contract as Special Jigs, Tools Etc. If the Authority accepts the application it shall do so in writing. The Contractor shall not seek approval for Special Jigs, Tools Etc where the Contract Price is established, or where these are available under other contracts they already hold from the Authority, either under the terms of this Condition or as Issued Property in accordance with Condition 56 (*Issued Property*). This Condition shall not apply to the refurbishment of any Jigs, Tools Etc already held as Issued Property.

Pricing

60.4 Unless specified otherwise in the Contract, the Contract Price shall include an appropriate amount to enable the Contractor to recover their expenditure on Special Jigs, Tools Etc including the cost of maintenance and calibration under Clause 60.11.

60.5 The Contractor shall not claim assistance from other Government funds (e.g. Regional Development Grants or selective financial assistance) or other third parties towards the cost of any Special Jigs, Tools Etc.

Passing of Property

60.6 Except where otherwise specified in the Contract the Special Jigs, Tools Etc shall become the property of the Authority:

60.6.1 where DEFCON 649 (*Vesting*) forms part of the Contract, in accordance with that Condition as if they were Articles;

60.6.2 where the Authority authorises the Contractor to utilise the Special Jigs, Tools Etc for the production of articles for a third party in advance of their being used for the production of Articles under the Contract, upon delivery of the first article so produced for the third party;

60.6.3 in all other cases upon acceptance of the first Article, as defined within the Contract, or upon Contract completion, whichever is the earlier.

60.7 Where property in the Special Jigs, Tools Etc passes to the Authority under sub-Clauses 60.6.2 or 60.6.3 and they are still required to complete the Contract they shall be transferred to the Public Store Account as Contract Support Items and treated thereafter as Issued Property under the terms of Condition 56 (*Issued Property*).

Acceptance

60.8 Acceptance shall occur at the time the first Article produced with the Special Jigs, Tools Etc is accepted in accordance with Condition 52 (*Acceptance*) or at the time stated in the Contract.

Modifications

60.9 Notwithstanding the passing of property to the Authority under Clause 60.6 and their transfer to the Public Store Account under Clause 60.7, the Contractor shall be free to modify the Special Jigs, Tools Etc as they consider necessary in order to produce the Articles or to perform the Contract work, and the Authority's approval of those modifications shall not be required.

Accounting and Control

60.10 The Contractor shall account for and control the Special Jigs, Tools Etc in accordance with the provisions of Clause 60.7. Pending the transfer to the Public Store Account, the Contractor shall:

60.10.1 maintain a list of Special Jigs, Tools Etc procured or manufactured by the Contractor;

60.10.2 make the list available to the Authority for inspection by the Authority's Asset Accounting Centre;

60.10.3 maintain the list for three years, or for such other period as is specified in the Contract, after any disposal of the Special Jigs, Tools Etc where not transferred to the Public Store Account in accordance with Condition 56 (*Issued Property*).

60.10.4 forward the list to the Authority's Commercial Officer following first Article acceptance and prior to transfer of Special Jigs, Tools Etc to the Public Store Account;

The Contractor shall remove from the list any Special Jigs, Tools Etc transferred to the Public Store Account under Clause 60.7.

60.11 The Contractor shall be responsible for safe custody, maintenance and calibration necessary to retain the Special Jigs, Tools Etc in good order, until transferred to the Public Store Account, delivered or disposed of in accordance with written disposal instructions given by the Authority.

Availability

60.12 Once property in the Special Jigs, Tools Etc has passed to the Authority in accordance with sub-Clause 60.6.2 or 60.6.3 of this Condition 60 (*Special Jigs, Tooling and Test Equipment*), the Contractor shall, if required, deliver the Special Jigs, Tools Etc to an individual, company, factory, or Government Establishment named by the Authority. The Contractor shall not be entitled to any further payment for delivering the Special Jigs, Tools Etc other than for the recovery of packing and carriage costs reasonably incurred.

60.13 this Condition 60 (*Special Jigs, Tooling and Test Equipment*) shall not entitle the Authority to require the Contractor to dispose of the Special Jigs, Tools Etc to the prejudice of the Contract or other contracts held by the Contractor with the Authority or with another customer, provided the Authority's approval for that use in connection with a contract with another customer has been given in accordance with Clause 60.17 below.

60.14 Where the Contractor holds no contracts for articles or services for which the Special Jigs, Tools Etc will be used, but having received the Authority's approval in accordance with Clause 60.17 below, has made a firm written offer to a third party to supply those articles or perform those services, the Authority shall not be entitled to dispose of the Special Jigs, Tools Etc until the Contractor's offer has expired and no commitment to supply those articles or perform those services remains.

Disposal

60.15 As soon as the Special Jigs, Tools Etc cease to be required by the Contractor to meet the Authority's requirements or for use as specified in Clause 60.13 they shall notify the Authority. The Authority will instruct the Contractor as to their disposal and, where appropriate, the method of crediting the Authority with the proceeds of them less any cost of disposal incurred by the Contractor. The Authority's disposal instructions shall be given within 3 months, or other period stated in the Contract, from receipt of the Contractor's notification.

60.16 Should the Authority fail to issue disposal instructions within this period, a fair and reasonable amount will be agreed for storage and, as instructed by the Authority, maintenance and calibration of the Special Jigs, Tools Etc, this sum to be a direct charge against the Contract or allocated as an indirect charge in accordance with the Contractor's approved Questionnaire on the Method and Allocation of Costs.

Use for other than the purposes of the Authority

60.17 The Contractor shall not use the Special Jigs, Tools Etc for any purposes other than those of the Authority without first obtaining the written approval of the Authority and in accordance with the terms, including payment, for that other use as stated in a commercial exploitation, or other, agreement between the Contractor and the Authority. In subcontracts which include the provisions of this Condition the Contractor shall require that the written approval be obtained direct from the Authority by the subcontractor

61. Marking of Articles

61.1 Each Article shall be marked in accordance with the procedure laid out in the Contract. Where no procedure is stated, the Contractor shall mark each Article clearly and indelibly in accordance with the requirements of the relevant Def Stan 05-132 as specified in this Contract or specification. In the absence of such requirements, the Articles shall be marked with the Authority stock reference, NATO Stock Number ("**NSN**") or alternative reference number shown in the Contract. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Articles.

61.2 The marking shall include any serial numbers allocated to the Article.

Where because of its size or nature it is not possible to mark an Article with the required particulars, the required information should be included on the package or carton in which the Article is packed in accordance with Condition 28 (*Packaging (for Articles other than Munitions)*).

62. Diversion Orders

62.1 For the purposes of this Condition 62 (*Diversion Orders*), Diversion Orders are defined as requests for the urgent delivery of specified quantities of Contractor Deliverables to consignees other than that stated in the Contract.

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

62.3 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.

62.4 The Authority reserves the right to cancel the Diversion Order

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

62.6 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.

62.7 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 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

63. Counterfeit Material

63.1 For the purposes of this Condition 63 (*Counterfeit Material*), "Counterfeit Materiel" shall mean any Article or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Article or part has been used previously) has been falsely represented by:

63.1.1 misleading marking of the materiel, labelling or packaging

63.1.2 misleading documentation; or

63.1.3 any other means, including failing to disclose information;

except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain

63.2 Where the Authority suspects that any Article or consignment of Articles contains Counterfeit Materiel, it shall

63.2.1 notify the Contractor of its suspicion and reasons therefor

63.2.2 where reasonably possible, and if requested by the Contractor within ten (10 Working 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 Article or consignment and/or

(ii) (ii) obtain a sample thereof for validation or testing purposes;

63.2.3 give the Contractor a further twenty (20) Working Days or such other reasonable period agreed by the Authority, from the date of the inspection at 63.2.2(i) or the provision of a sample at 63.2.2(ii), to comment on whether the Article or consignment meets the definition of Counterfeit Materiel; and

63.2.4 determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Article or consignment meets the definition of Counterfeit Materiel.

Where the Authority has determined that the Article, part or consignment of Articles contain Counterfeit Materiel then it may reject the Article, part or consignment under Clause 63.5.

63.3 In addition to its rights under Condition 54 (*Rejection*), where the Authority reasonably believes that any Article or consignment of Articles contains Counterfeit Materiel, it shall be entitled to:

63.3.1 retain any Counterfeit Materiel; and/or

63.3.2 retain the whole or any part of such Article or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Article, or consignment;

and such retention shall not constitute acceptance under Condition 52 (*Acceptance*).

63.4 Where the Authority intends to exercise its rights under Clause 63.3 it shall, where reasonable permit the Contractor, within a period specified by the Authority, to arrange at its own risk and expense and subject to any reasonable controls specified by the Authority, for:

63.4.1 the separation of Counterfeit Materiel from any Article or part of an Article; and/or

63.4.2 the removal of any Article or part of an Article that the Authority is satisfied does not contain Counterfeit Materiel.

63.5 In respect of any Article, consignment or part thereof that is retained in accordance with Clause 63.3, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under Clause 63.4 but the Contractor fails to do so within the period specified by the Authority and subject to Clause 63.9, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

63.5.1 to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;

63.5.2 to pass it to a relevant investigatory or regulatory authority;

63.5.3 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 be shared with the Contractor; and/or

63.5.4 to recover the reasonable costs of testing, storage, access, and/or disposal of it from the Contractor. Exercise of the rights granted at Clauses 63.5.1, 63.5.2 and 63.5.3 shall not constitute acceptance under Condition 52 (*Acceptance*).

63.6 Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under Clause 63.5.4. If the value of the scrap or other disposal payment exceeds the amount due to the Authority under Clause 63.5.4 then the balance shall accrue to the Contractor.

63.7 The Authority shall not use a retained Article or consignment other than as permitted in this Condition 63 (*Counterfeit Material*).

63.8 The Authority may without restriction report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.

63.9 Where the Contractor has objected in writing to the notification of the rejection by the Authority in accordance with Clause 54.7 of Condition 54 (*Rejection*), the Authority shall not exercise its rights at Clause 63.5 unless and until the objection or dispute has been resolved in favour of the Authority. If no such written objection is received, then the Contractor shall be deemed to have waived any rights to object to the Authority exercising the rights granted at Clause 63.5.

63.10 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 this Condition 63 (*Counterfeit Material*) except where it has been determined in accordance with Condition 68 (*Dispute Resolution*) that the Authority has made an incorrect determination under Clause 63.2.4. In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with Clause 63.2.

64. Redundant Materiel

64.1 All redundant Materiel resulting from work carried out under, or procured for the purposes of this Contract, the costs of which have been paid by the Authority under the Contract, or which is otherwise owned by the Authority, shall be disposed of as follows:

64.1.1 On completion of the Contract or earlier if appropriate, the Contractor shall prepare:

i. a list of those items of the Materiel referred to above which are considered to be serviceable or repairable. The list shall record the condition of each item, its actual cost or estimated value and, in the case of repairable items, the estimated price of repair; and

ii. a list of those items of the Materiel which are considered to be unserviceable and which cannot be economically repaired or are otherwise considered to be scrap.

64.1.2 The Contractor shall send the lists referred to in Clauses 64.1.1.i and 64.1.1.ii of this Condition 64 *(Redundant Materiel)* to the Authority's Commercial Representative.

64.1.3 Within three (3) calendar months of the date of receipt of the lists, the Authority' Commercial Representative shall issue disposal instructions to the Contractor. Such disposal instructions shall require that the items of materiel are either:

i. transferred to other subsisting contracts; or

ii. subject to contract, retained by the Contractor for use in the performance of future contracts placed with the Contractor; or

iii. subject to contract, repaired by the Contractor; or

iv. at the direction of the Authority, sold by the Contractor, acting on behalf of the Authority, for the best price reasonably obtainable. Materiel designated in accordance with Clause 64.1.1.i of this Condition 64 *(Redundant Materiel)* shall be dismantled and disposed of in such a manner as to preclude the possibility of resale in its existing form.

64.2 The proceeds of the sale of items of Materiel sold pursuant to sub-Clause 64.1.3.iv of this Condition 64 *(Redundant Materiel)* shall be credited to the Authority in accordance with arrangements made between the Contractor and the Authority.

64.3 A list of the items sold by the Contractor shall be sent to the Authority's Commercial Representative together with a statement of the proceeds of sale.

65. Quality Assurance – Requirement for a Certificate of Conformity

65.1 The Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (*Statement of Requirement*) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative upon delivery and one copy shall be provided with the Articles or to the recipient of the Service.

57.2 The CofC shall be considered by the Contractor as a Record and Condition 39 (*Contractor's Records*) shall apply.

65.3 The information provided on the CofC shall include:

65.3.1 Contractor name and address

65.3.2 Contractor unique CofC reference number

65.3.3 Contract number and where applicable Contract Amendment number;

65.3.4 Details of any approved concessions;

65.3.5 Acquirer name and organisation;

65.3.6 Delivery address;

65.3.7 Contract Item Number from the Schedule of Requirements;

65.3.8 Description of Article or Service including part number, Specification and configuration status;

65.3.9 Identification marks, batch and serial number(s) in accordance with the Specification;

65.3.10 Quantities;

65.3.11 A signed and dated statement by the Contractor that Articles or Services provided comply with the requirements of the Contract, and approved concessions.

65.3.12 Exceptions or additions to the above are to be documented

65.4 Where Schedule 2 (*Schedule of Requirements*) and any applicable Quality Plan requires demonstration of traceability and design provenance through the supply chain, the Contractor shall include in any relevant sub-contract the requirement for the information called for at Clause 65.3. The Contractor shall ensure that this information is available to the Authority throughout the supply chain, upon request.

66 Special Procedure for Initial Spares

66.1 The obligations of both Parties relating to Initial Spares to be delivered under the Contract shall be in accordance with the conditions at Schedule 22 (***Special Procedure for Initial Spares***).

67. Termination

67.1 In addition to the Authority's rights of termination defined in Conditions 19 (*Change of Control of Contractor),* 23 *(Force Majeure*) 36 *(Tax Compliance),* 43 (*Cybe*r) Schedule 12 (Security Measures), notwithstanding rights in law, the provisions of Conditions 68 *(Dispute Resolution*), 69 (*Termination for Insolvency or Corrupt Gifts*) and 70 (*Termination for Convenience*) define the Authority's rights for termination under this Contract.

68. Dispute Resolution

68.1 This Condition 68 (*Dispute Resolution*) sets out the dispute resolution procedure in relation to any dispute under or in connection with the Contract.

68.2 The Parties shall attempt in good faith to resolve any dispute which is notified by one Party to the other in writing (a "Dispute Notification") through negotiations between the Authority's Representatives and the Contractor's Representatives as detailed at Schedule 9 (*Representatives*).

68.3 In the event that the dispute is not resolved by negotiation between the Parties within ten (10) Business Days of the date of the Dispute Notification the dispute shall be immediately referred to the Senior Commercial Representatives (the "First Referral")

68.4 The Senior Commercial Representatives shall attempt to resolve the dispute in good faith. In the event that the Senior Commercial Representatives are unable to resolve the dispute within ten (10) Business Days of the date of the First Referral, the dispute shall be immediately referred to the Senior Representatives (the "Second Referral").

68.5 The Senior Representatives shall attempt to resolve the dispute in good faith. In the event that the Senior Representatives are unable to resolve the dispute within ten (10) Business Days of the date of the Second Referral, the dispute may be referred to arbitration in accordance with Clauses 68.6 to 68.8 of this Condition 68 *(Dispute Resolution)* inclusive.

68.6 If the Senior Representatives are unable to resolve the dispute in accordance with Clause 68.5 of this Condition 68 *(Dispute Resolution)*, either Party may initiate the arbitration by giving a Notice (the "Notice of Arbitration**"**) to the other Party. The Notice of Arbitration shall specifically state:

68.6.1 that the dispute is referred to arbitration; and

68.6.2the particulars of this Contract out of or in relation to which the dispute arises.

68.7 Unless otherwise agreed in writing by the Parties, the arbitration 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.

68.8 The Parties acknowledge and agree that the arbitration process and 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.

69. Termination for Insolvency or Corrupt Gifts

Insolvency

69.1 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:

69.1.1 Where the Contractor is an individual or a firm:

(i) 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

(ii) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or

(iii) 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 his or its creditors; or

(iv) 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

(v) 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

(vi) where the Contractor is either unable to pay his 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 his debts if:

(A) he has 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 him; 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.

(vii) 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

(viii) the court making an award of sequestration in relation to the Contractor's estates.

69.1.2 Where the Contractor is a company registered in England:

(i) 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

(ii) court making an administration order in relation to the company; or

(iii) 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

(iv) the company passing a resolution that the company shall be wound-up; or

(v) the court making an order that the company shall be wound-up; or

(vi) the appointment of a Receiver or manager or administrative Receiver.

69.1.3 Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in Clauses 69.1.2(i) to 69.1.2(vi) of this Condition 69 (*Termination for Insolvency or Corrupt Gifts*), inclusive.

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

Corrupt Gifts

69.3 The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):

69.3.1 offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

69.3.2 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

69.3.3 for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

69.3.4 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 it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and clauses of any such agreement for the payment thereof have been disclosed in writing to the Authority.

69.4 If the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Prevention of Corruption Acts 1889 -1916 or under sub sections 108 -109 of the Anti-Terrorism, Crime and Security Act 2001 before those Acts or sub sections are revoked, or an 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:

69.4.1 to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

69.4.2 to recover from the Contractor the amount or value of any such gift, consideration or commission; and

69.4.3 to recover from the Contractor any other loss sustained in consequence of any breach of this Condition 69 (*Termination for Insolvency or Corrupt Gifts*), where the Contract has not been terminated.

69.5 In exercising its rights or remedies under this Condition 69 (*Termination for Insolvency or Corrupt Gifts*), the Authority shall:

69.5.1 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;

69.5.2 give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(i) requiring the Contractor to procure the termination of a Subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(ii) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

69.6 Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition 69 (*Termination for Insolvency or Corrupt Gifts*).

70. <u>Termination for Convenience</u>

70.1 The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least forty (40) Business Days written notice. 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.

70.2 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:

70.2.1 not start work on any element of the Contractor Deliverables not yet started;

70.2.2 complete in accordance with the Contract the provision of any element of the Contractor Deliverables;

70.2.3 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;

70.2.4 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 70.2.2 and 70.2.3 of this Condition 70 (*Termination for Convenience*).

70.3 Where this Condition 70 (*Termination for Convenience*) applies (and subject always to the Contractor's compliance with any direction given by the Authority under Clause 70.2 of this Condition 70 *(Termination for Convenience)*:

70.3.1 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:

(i) in the possession of the Contractor at the date of termination; and

(ii) 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;

70.3.2 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:

(i) all such unused and undamaged materiel; and

(ii) 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;

70.3.3 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.

70.4 The Authority shall (subject to Clause 70.5 of this Condition 70 *(Termination for Convenience))* and to the Contractor's compliance with any direction given by the Authority in Clause 70.2 of this Condition 70 *(Termination for Convenience)* 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:

70.4.1 the Contractor taking all reasonable steps to mitigate such loss; and

70.4.2 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.

70.5 The Authority's total liability under the provisions of this Condition 70 (*Termination for Convenience*) 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.

70.6 The Contractor shall include in any Subcontract over [redacted] which it may enter into for the purpose of the Contract, the right to terminate the Subcontract under the terms of Clauses 70.1 to 70.5 of this Condition 70 *(Termination for Convenience)* except that:

70.6.1 the name of the Contractor shall be substituted for the Authority except in sub-Clause 70.3.1 of this Condition 70 *(Termination for Convenience)*;

70.6.2 the notice period for termination shall be as specified in the Subcontract, or if no period is specified twenty (20) Business Days; and

70.6.3 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 70 (*Termination for Convenience*).

70.7 Claims for payment under this Condition 70 (*Termination for Convenience*) shall be submitted in accordance with the Authority's direction.

71. Material Breach

71.1 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 its obligations under the Contract.

71.2 Where the Authority has terminated the Contract under Clause 71.1 of this Condition 71 *(Material Breach)*, 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:

71.2.1 carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or

71.2.2 obtaining the Contractor Deliverable in substitution from another supplier.

72. Consequences of Termination

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

73. Decoupling Clause – Subcontracting with the Crown

65.1 If the Contractor enters into or has entered into any other contract with the Crown relating in any way to the subject matter of this Contract, then, no breach by the Crown of that other contract nor any other act or omission nor any written or oral statement nor any representation whatsoever of or by the Crown its servants or agents or other contractors relating to or connected with any such other contract shall, regardless of any negligence on its part or their part:

73.1.1 give the Contractor any right under the Contract to an extension of time or additional payment or damages or any relief or remedy whatsoever against the Authority; or

73.1.2 affect, modify, reduce or extinguish either the obligations of the Contractor or the rights or remedies of the Authority (including without limitation the right to any liquidated damages payable under the Contract); or

73.1.3 be taken to amend, add to, delete or waive any term or condition of this Contract

74. **Exit**

74.1 The Parties have agreed that the matters which are likely to be required to be implemented on expiry or early termination of the Contract are set out in Schedule 15 (*Exit*). The Parties have agreed that on the earlier to occur of:

74.1.1 no later than thirty (30) calendar months from the Effective Date; and

74.1.2 ten (10) Working Days following receipt of a written notice from the Authority,

the Contractor shall review the Exit Plan in accordance with Good Industry Practice, having due regard to the status of the Contractor Deliverables and any other relevant factors at that time and issue to the Authority a proposed update and revision of the Exit Plan, giving full details of the rationale for any proposed changes. Following receipt by the Authority of the revised Exit Plan and rationale, the Contractor and the Authority shall meet (as soon as reasonably practicable and on such number of occasions as the Authority may reasonably require) to discuss and make any agreed amendments to the revised Exit Plan.

74.2 The Parties acknowledge that:

74.2.1 the preparation and development of the Exit Plan in accordance with this Condition 74 (*Exit*) forms part of the Contract and forms part of the Contract Price

74.2.2 the Authority reserves the right, in accordance with Condition 6 (Amendments to Contract) and Condition 7 (Contract Change Control Procedure), to require the Contractor to perform additional or alternative activities as agreed in the Exit Plan during the Exit period.

75. TUPE

75.1 The provisions of Schedule 16 (***Transfer Regulations*** (TUPE)) shall apply in the event of TUPE being applicable on expiry or termination of the Contract.

76 Qualifying Defence Contract

76.1 The Authority has notified the Contractor that it believes that the Contract is a Qualifying Defence Contract for the purposes of the Defence Reform Act (DRA) 2014 and the Single Source Contract Regulations (SSCR) 2014.

77 Amendments to Qualifying Defence Contracts

77.1 Where the Contract is amended in accordance with Condition 6 (*Amendments to Contract*):

77.1.1 on five (5) occasions since the last consolidated version date

77.1.2 so as to change by more than 5% the Contract Price from the Contract Price at the last consolidated version date, whether by one or more amendment; or

77.1.3 otherwise in a way which the Authority considers to be a significant change the Contract,

the Authority shall issue to the Contractor, within 28 calendar days of agreeing the relevant amendment, a consolidated version.

77.2 The consolidated version issued in accordance with Clause 77.1 of this Condition 77 (*Amendments to Qualifying Defence Contracts*) shall incorporate only amendments previously agreed between the parties in accordance with this Clause 77 (*Amendments to Qualifying Defence Contracts*) and shall be signed on behalf of the Authority.

77.3 The Contractor shall, within 14 calendar days of receiving it:

77.3.1 sign and return to the Authority a copy of the consolidated version issued in accordance with Clause 77.1, to confirm that it properly incorporates all amendments made to the Contract; or

77.3.2 notify the Authority in writing why it believes that the consolidated version does not properly incorporate all amendments made to the Contract.

77.4 Following any notification made by the Contractor under Clause 77.3.2, the Authority and the Contractor shall seek to reach agreement on the content of the consolidated version, in the absence of which the matter may be resolved through the appropriate dispute resolution procedure.

77.5 Within 14 calendar days of the parties reaching agreement or the matter being determined through a dispute resolution procedure, the Authority shall reissue a signed consolidated version which accords with that agreement or determination and which the Contractor shall sign and return to the Authority within 14 calendar days of receiving it.

78 QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts

Except where the Authority expressly agrees otherwise in writing, the Contractor shall use reasonable endeavours to include in any Material Single Source Sub-contract (Non-Qualifying) the terms specified Condition 79 (Provisions to be included in Material Single Source Sub-contracts (Non-Qualifying)) (inserting relevant party names and / or definitions where appropriate).:

78.1 Before entering into a Material Single Source Sub-contract (Non-Qualifying) the Contractor shall promptly notify the Authority where it is unable to include the terms specified Condition 79 (Provisions to be included in Material Single Source Sub-contracts (Non-Qualifying)) or where it believes that the inclusion of those terms will prevent the achievement of a fair and reasonable price for that Sub-contract.

79. QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts - Provisions To Be Included In Material Single Source Sub-contracts (Non-Qualifying))

79.1 Notwithstanding the provisions of clause 78, the Sub-contractor shall maintain relevant records from the date on which the Sub-contract was entered into for the period ending on the sixth anniversary of the end of the accounting period to which those relevant records relate or two (2) years after the Sub-contract completion date, whichever is the sooner

79.2 The Authority, or its Representatives, may examine relevant records maintained by the Sub-contractor where reasonably required for one or more of the following purposes

79.2.2 verifying whether a cost of the Sub-contractor is an Allowable Cost

79.2.3 verifying the reason for any difference between an estimated and actual Allowable Cost

79.2.4 verifying any other matter relating to the price payable under the Sub-contract; and

79.2.5 monitoring the Sub-contractor's performance of its obligations under the Sub-contract

79.3 The Authority must give to the Sub-contractor at least twenty (20) working days written notice of its intention to examine the relevant records and the purposes for which the examination is required

79.4 The Authority may only examine the records on any working day between the hours of 09:00 and 17:00.

79.5 Where required by the Authority, the Sub-contractor shall make copies available (in hard or electronic form) for the purposes of enabling those records to be examined

79.6 Where required by the Authority, the Sub-contractor shall provide further information or explanation relating to the relevant records, whether after the examination of the relevant records or otherwise.

79.7 The Authority agrees that, where exercise of the rights granted at Clauses 79.3 and 79.6 of this Condition 79 (*QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts - Provisions to be included in Material Single Source Sub-contracts (Non-Qualifying*))) would cause significant time and effort to be incurred by the Sub-contractor, and/or other significant disruption to the Sub-contractor, the Authority's exercise of that right shall be proportionate. When determining what is proportionate for that purpose, the Authority shall consider the benefit which may be achieved through the exercise of the rights and the disruption caused to the Sub-contractor. This shall include but not be limited to the impact on the Sub-contractor's provision of the subject-matter of the Sub-contract.

79.8 Except where the Authority notifies the Sub-contractor in writing that it is not required, the Sub-contractor shall use reasonable endeavours to include in any Material Single Source Sub-contract equivalent terms to those specified in this Condition 79 (*QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts - Provisions to be included in Material Single Source Sub-contracts (Non-Qualifying*)) (inserting relevant party names where appropriate).

79.9 Before entering into a Material Single Source Sub-contract (Non-Qualifying) the Sub-contractor shall promptly notify the Authority where it is unable to include equivalent terms to those specified in this Condition 79 (QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts - Provisions to be included in Material Single Source Sub-contracts (Non-Qualifying)), or where it believes that the inclusion of those terms will prevent the achievement of a fair and reasonable price for that Sub-contract.

79.10 The Contractor and Sub-contractor agree that terms have been included in this Condition 79 (*QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts - Provisions to be included in Material Single Source Sub-contracts (Non-Qualifying*)) which are for the benefit of the Authority. Notwithstanding any contrary provisions in this Sub-contract, the Contractor and Sub-contractor agree that the Authority shall be able to enforce those terms which confer a benefit on the Authority in accordance with the terms of the Sub-contract.

80. <u>QDC: Confidentiality of Single Source Contract Regulations Information</u>

80.1 The Authority shall keep SSCR Information confidential and, except with the prior written consent of the Contractor, shall not disclose or make available the SSCR Information in whole or in part to any person, except as expressly permitted by this Condition 80 (QDC: Confidentiality of Single Source Contract Regulations Information).

80.2 The Authority may disclose the SSCR Information in all circumstances which would be permitted disclosures under section 5 (1) of Schedule 5 of the DRA.

80.3 Where the Authority discloses SSCR Information to any Central Government Body under Clause 80.2, the Authority shall ensure that the recipient of the SSCR Information is made aware of and asked to respect its confidentiality

80.4 Where the Authority discloses SSCR Information to its professional advisors or consultants under Clause 80.2, the Authority shall inform them of the confidential nature of the SSCR Information before disclosure and shall obtain from them enforceable obligations to keep the SSCR Information confidential

in terms at least as extensive and binding on them as the terms of this Condition 80 (*QDC: Confidentiality of Single Source Contract Regulations Information*) are on the Authority.

80.5 To the extent permitted by the time for compliance under the Freedom of Information Act (FOIA), the Authority shall consult the Contractor where the Authority is considering the disclosure of SSCR Information under the FOIA, and, in any event, shall provide prior notification to the Contractor of any decision to disclose the SSCR Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose SSCR Information in order to comply with the FOIA is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the FOIA. For the avoidance of doubt, nothing in this Clause 80.5 shall affect the Contractor's rights at law.

80.6 If, for the purposes of this Contract, the Contractor enters into a sub-contract which it has assessed to be a Qualifying Sub-contract for the purpose of the DRA and SSCR, it shall include in that sub-contract the terms set out in Condition 81 (*Confidentiality of Single Source Contract Regulations Information - Provisions to be included in Material Single Source Sub-contracts*) (inserting relevant party names and / or definitions where appropriate).

80.7 The obligations set out in this Condition 80 (*QDC: Confidentiality of Single Source Contract Regulations Information*) shall be the Authority's sole contractual obligations of confidentiality regarding the SSCR Information. Any other provision of the Contract relating to the confidentiality of information provided under or in connection with the Contract, including but not limited to Condition 80 (*QDC: Confidentiality of Single Source Contract Regulations Information*) shall be construed in such a way as to exclude the SSCR Information from their application.

80.8 Nothing in this Condition 80 (*QDC: Confidentiality of Single Source Contract Regulations Information*) shall affect the Authority's obligations of confidentiality where information is disclosed orally in confidence.

81 Confidentiality of Single Source Contract Regulations Information - Provisions To Be Included In Material Single Source Sub-contracts

81.1 The Authority shall keep SSCR Information confidential and, except with the prior written consent of the Sub-contractor, shall not disclose or make available the SSCR Information in whole or in part to any person, except as expressly permitted by this Condition 81 (*QDC: Confidentiality of Single Source Contract Regulations Information - Provisions to be included in Qualifying Sub-contracts*).

81.2 The Authority may disclose the SSCR Information in all circumstances which would be permitted disclosures under section 5 (1) of Schedule 5 of the DRA.

81.3 Where the Authority discloses SSCR Information to any Central Government Body under Clause 81.2 of this Condition 81 (*QDC: Confidentiality of Single Source Contract Regulations Information - Provisions to be included in Qualifying Sub-contracts*), the Authority shall ensure that the recipient of the SSCR Information is made aware of and asked to respect its confidentiality.

81.4 Where the Authority discloses SSCR Information to its professional advisors or consultants under Clause 81.2 of this Condition 81 (*QDC: Confidentiality of Single Source Contract Regulations Information - Provisions to be included in Qualifying Sub-contracts*), the Authority shall inform them of the confidential nature of the SSCR Information before disclosure and shall obtain from them enforceable obligations to keep the SSCR Information confidential in terms at least as extensive and binding on them as the terms of this Condition are on the Authority.

81.5 To the extent permitted by the time for compliance under the Freedom of Information Act (FOIA), the Authority shall consult the Sub-contractor where the Authority is considering the disclosure of SSCR Information under the FOIA, and, in any event, shall provide prior notification to the Sub-contractor of any decision to disclose the SSCR Information. The Sub-contractor's representations on disclosure during consultation may not be determinative and the decision whether to disclose SSCR Information in order to comply with the FOIA is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the FOIA. For the avoidance of doubt, nothing in this Condition 81 (*QDC: Confidentiality of Single Source Contract Regulations Information - Provisions to be included in Qualifying Sub-contracts*) shall affect the Subcontractor's rights at law.

81.6 Except where the Authority notifies the Sub-contractor in writing that it is not required, the Sub-contractor shall include in any sub-contract which it enters into for the purposes of this Sub-contract and which it has assessed to be a Qualifying Sub-contract for the purpose of the DRA and the SSCR, equivalent terms to those specified in this Condition 81 (*QDC: Confidentiality of Single Source Contract Regulations Information - Provisions to be included in Qualifying Sub-contracts*).

81.7 Nothing in this Condition 81 (*QDC: Confidentiality of Single Source Contract Regulations Information - Provisions to be included in Qualifying Sub-contracts*) shall affect the Authority's obligations of confidentiality where information is disclosed orally in confidence.

82 SSCR Reports

Reports During the Term

82.1 The Contractor shall submit Contract Reports required under the Single Source Contract Regulations 2014 (SSCR).

82.2 All Contract Reports shall be in electronic format on the standard templates and comply with the guidance laid down by the Single Source Regulations Office (SSRO) using the web forms available on the Defence Contract Analysis and Reporting System (DefCARS) accessed via the SSRO.

82.3 It is assumed that the Contractor shall have submitted a draft Contract Initiation Report (CIR) through the DefCARS in advance of the Contract "Effective Date". On submission of the CIR by the Contractor DefCARS will have generated the Contract Pricing Statement (CPS), Contract Notification Report (CNR) and the Contract Reporting Plan (CRP).

82.4 The Contractor shall complete the CPS, CNR and CRP within one (1) month of the Contract "Effective Date".

82.5 The Contractor shall submit Quarterly Contract Reports (QCR) within one (1) month of the end of each calendar quarter, and every calendar quarter thereafter throughout the Contract Term through the DefCARS for review by the Authority. The first Quarterly Contract Report shall be submitted no later than one (1) month following the first full quarter ending 30th September 2022.

82.6 The Contractor shall submit Interim Contract Reports (ICR). The initial ICR shall be submitted twelve (12) months after the initial QCR as detailed in Clause 82.5 to this Condition 82 *(SSCR Reports)*. Further ICR's shall be submitted at twelve (12) month intervals thereafter. All ICR's shall be submitted using DefCARS for review by the Authority.

End of Contract Reports

82.7 The Contractor shall complete a Contract Completion Report (CCR) within six (6) months of the Contract completion date through the DefCARS for review by the Authority.

82.8 The Contractor shall complete a Contract Cost Statement (CCS) within twelve (12) months of the Contract completion date through the DefCARS for review by the Authority.

82.9 For the avoidance of doubt the Contract Reports required to be submitted by the Contractor for the purpose of this Contract during the Term are:

82.9.1 Contract Pricing Statement (CPS)

82.9.2 Contract Notification Report (CNR)

82.9.3 Contract Reporting Plan (CRP)

82.9.4 Quarterly Contract Reports (QCR)

82.9.5 Interim Contract Reports (ICR)

82.9.6 Contract Completion Report (CCR)

82.9.7 Contract Cost Statement (CCS)

83. Contractor Warranties

83.1 The Contractor undertakes to ensure that in performing its obligations under this Contract:

83.1.1 Articles and Services supplied against the Contract shall:

i. In the case of Articles:

(a) be compliant with all United Kingdom statutory requirements and regulations in respect of the supply of such articles and services as of the Effective Date of the Contract;

(b) be of satisfactory quality and fit for the intended purpose set out at Schedule 2 *(Schedule of Requirement)* to the Contract.

ii. In the case of Services, be provided by the Contractor using reasonable skill and care.

83.2 If any Article or Service fails to comply in any respect with the above warranties, the Authority shall be entitled within the terms of the warranties and for such failure to give written notice to the Contractor requiring him, at the discretion of the Contractor, to repair or supply replacement Articles or Services whereupon the Contractor shall promptly undertake such repair, replacement or re-performance of Articles or Services without charge.

83.3 The Contractor may, where he deems it appropriate, nominate a local agent of the Contractor to carry out, at no additional charge, such repair, replacement or re-performance.

83.4 The Contractor shall not be liable to repair, re-perform or replace the Articles or Services if he can demonstrate that the defect has arisen from any of the following causes:

83.4.1 from want of reasonable care on the part of any person in the service of the Authority including any person who may be given charge of the Articles or Services by the Authority; or

83.4.2 from faulty design where the relevant specifications have been supplied as mandatory instructions and warranted as such by the Authority as shown in the list of Government Furnished Assets (GFA) at Schedule 8 (*Government Furnished Assets)* to the Contract; or

83.4.3 from failure of the Authority to install, commission, operate or maintain the Articles in accordance with the manufacturer's written instructions or advice; or

83.4.4 from modifications to the Articles or Services carried out without the Contractor's prior approval.

84 Contract Price

84.1 This Contract is priced under the SSCR 2014 using a Firm price method ("Contract Price").

84.2 The Parties agree that profit will not be payable in relation to the Allowable Costs not subject to Profit.

84.2 Where a Sub-contract is let on a single source basis, the Contractor and/or any member of its Group, shall not be entitled to charge or receive profit more than once in respect of the same cost, either directly or indirectly. For the avoidance of doubt, where profit has been charged or received by a member of its Group in respect of a cost under a Subcontract which has not been let on a competitive basis, the Contractor shall not be entitled to charge or receive profit in respect of that same cost."

85 Security Measures

85.1 In this Condition 85 (*Security Measures)*:

85.1.2 "**Secret Matter**" means any matter connected with this Contract, or its performance which is designated by the Authority in the Security Aspects Letter or otherwise in writing as 'Top Secret' or 'Secret', and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;

85.1.3 "**Employee**" shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given; and

85.1.4 "**Security Policy Framework"** means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.

Official Secrets Acts

85.2 The Contractor shall:

85.2.2 take all reasonable steps to make sure that all Employees engaged on any work in connection with this Contract have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of this Contract;

85.2.3 if directed by the Authority, make sure that any Employee shall sign a statement acknowledging that, both during the term of this Contract and after its completion or termination, he is bound by the Official Secrets Acts 1911-1989 (and where applicable by any other legislation).

Security Measures

85.3 Unless it has the written authorisation of the Authority to do otherwise, neither the Contractor nor any of its Employees shall, either before or after the completion or termination of this Contract, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

85.3.2 who is not a British citizen;

85.3.3 who does not hold the appropriate authority for access to the protected matter;

85.3.4 in respect of whom the Authority has notified the Contractor in writing that the Secret Matter shall not be disclosed to or acquired by that person;

85.3.5 who is not an Employee of the Contractor; or

85.3.6 who is an Employee of the Contractor and has no need to know the information for the proper performance of this Contract.

85.4 Unless it has the written authorisation of the Authority to do otherwise, the Contractor and its Employees shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure that:

85.4.2 no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of this Contract; and

85.4.3 any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy (as amended from time to time) and, upon request, is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Contractor has taken or is taking reasonable steps as required by this Clause 85 (*Security Measures*) shall be final and conclusive.

85.5 The Contractor shall:

85.5.2 provide to the Authority:

i. upon request, such records giving particulars of those Employees who have had, at any time, access to any Secret Matter that is required to be kept in accordance with Clause 85.4.2;

ii. upon request, such information as the Authority may from time to time require so as to be satisfied that the Contractor and its Employees are complying with its obligations under this Condition 85 (*Security Measures*), including the measures taken or proposed by the Contractor so as to comply with its obligations and to prevent any breach of them; and

iii. full particulars of any failure by the Contractor and their Employees to comply with any obligations relating to any Secret Matter arising under this Condition 85 (*Security Measures*) immediately upon such failure becoming apparent;

85.5.3 ensure that, for the purpose of checking the Contractor's compliance with the obligation in Clause 85.4.2, a representative of the Authority shall be entitled at any time to enter and inspect any premises used by the Contractor which are in any way connected with this Contract and inspect any document or thing in any such premises, which is being used or made for the

purposes of this Contract. Such representative shall be entitled to all such information as he may reasonably require.

85.6 If at any time either before or after the completion or termination of this Contract, the Contractor or any of its Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Contractor shall forthwith inform the Authority of the matter with full particulars thereof.

Sub-Contracts

85.7 If the Contractor proposes to make a Sub-Contract which will involve the disclosure of Secret Matter to the Sub-Contractor, the Contractor shall:

85.7.2 submit for approval of the Authority the name of the proposed Sub-Contractor, a statement of the work to be carried out and any other details known to the Contractor which the Authority shall reasonably require;

85.7.3 incorporate into the Sub-Contract the terms of the Condition 86 (Security Measures - Provisions to Be Included In Relevant Sub-Contracts) and such secrecy and security obligations as the Authority shall direct. In the appendix “Agreement” shall mean the “Sub-Contract”, “First Party” shall mean “the Contractor” and “Second Party” shall mean the “Sub-Contractor”; and

85.7.4 inform the Authority immediately if it becomes aware of any breach by the Sub-Contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the Sub-Contract.

Termination

85.8 The Authority shall be entitled to terminate this Contract immediately if:

85.8.4 the Contractor is in breach of any obligation under this Condition 85 (*Security Measures*); or

85.8.5 the Contractor is in breach of any secrecy or security obligation imposed by any other contract with the Crown,

where the Authority considers that the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and claim such damages as may have been sustained as a result of the Contractor’s breach of this Condition 85 (*Security Measures*).

86. Security Measures - Provisions to Be Included In Relevant Sub-Contracts

Definitions

86.1 In this Condition 86:

a. ‘**Secret Matter**’ means any matter connected with the Agreement, or its performance which the First Party informs the Second Party in writing has been designated by the Authority as "TOP SECRET" or "SECRET" and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;

b. ‘**Employee**’ shall include any person who is an employee or director of the Second Party or who occupies the position of a director of the Second Party, by whatever title given.

c. The ‘**Authority**’ means the Secretary of State for Defence.

d. ‘**Security Policy Framework**’ means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.

The Official Secrets Acts

86.2 The Second Party shall:

86.2.1 Take all reasonable steps to ensure that all Employees engaged on any work in connection with the Agreement have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Agreement; and

86.2.2 If directed by the First Party or the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Agreement and after its completion or termination, they are bound by the Official Secrets Acts 1911- 1989 (and where applicable any other legislation).

86.2.3 Unless they have the written authorisation of the Authority to do otherwise, neither the Second Party nor any of their Employees shall, either before or after the completion or termination of the Agreement, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

i. who is not a British citizen;

ii. who does not hold the appropriate authority for access to the protected matter;

iii. in respect of whom the Authority has notified the Second Party in writing that the Secret Matter shall not be disclosed to or acquired by that person;

iv. who is not an Employee of the Second Party;

v. who is an Employee of the Second Party and has no need to know the information for the proper performance of the Agreement.

86.4 Unless they have the written permission of the Authority to do otherwise, the Second Party and their Employees shall, both before and after the completion or termination of the Agreement, take all reasonable steps to ensure that:

86.4.1 no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Agreement;

86.4.2 any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Second Party has taken or is taking reasonable steps as required by this Condition 86, shall be final and conclusive.

86.5 The Second Party shall:

86.5.1 provide to the Authority:

i upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Clause 86.4.2;

ii upon request, such information as the Authority may from time to time require so as to be satisfied that the Second Party and their Employees are complying with their obligations under this Condition, including the measures taken or proposed by the Second Party so as to comply with their obligations and to prevent any breach of them;

iii full particulars of any failure by the Second Party and their Employees to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;

86.5.2 ensure that, for the purpose of checking the Second Party's compliance with the obligation in Clause 86.4.2, a representative of the First Party or the Authority shall be entitled at any time to enter and inspect any premises used by the Second Party which are in any way connected with the Agreement and inspect any document or thing in any such premises, which is being used or made for the purposes of the Agreement. Such representative shall be entitled to all such information as they or it may reasonably require.

86.6 If at any time either before or after the completion or termination of the Agreement, the Second Party or any of their Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Second Party shall forthwith inform the Authority of the matter with full particulars thereof.

Sub-Contracts

86.7 If the Second Party proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Second Party shall: a. submit for approval of the Authority the name of the proposed sub-contractor,

86.7.1 statement of the work to be carried out and any other details known to the Second Party which the Authority shall reasonably require;

86.7.2 incorporate into the sub-contract the terms of this Condition and such secrecy and security obligations as the Authority shall direct.

86.7.3 inform the Authority immediately if they become aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the Agreement.

Termination

86.8 The First Party shall be entitled to terminate the Agreement immediately if:

86.8.1 the Second Party is in breach of any obligation under this Condition; or

86.8.2 the Second Party is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

where the Authority consider the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and notifies its contractor accordingly.

87. Defect Investigation and Liability

87.1 The procedure for the reporting, investigation and rectification of all defects whether or not they relate to design, software or manufacturing shall be as agreed between the Contractor and the Authority.

87.2 Where it is established that, pursuant to the Contract or any other contract relating to the Contractor Deliverables, the Contractor bears the liability for any of the costs of investigating, repairing or rectifying a defect, the costs of any such work undertaken by the Contractor shall be borne by the Contractor.

87.3 If liability for the defect is in dispute, the Contractor shall separately identify and record all related costs.

87.4 Any Contractor Deliverable, and work thereon, which after examination is required to be rectified/repaired at the Authority's or Contractor's expense, (or if liability is in dispute), is to be notified to the Integrated Project Team (IPT) Project Manager or Equipment Support Manager, prior to any work being put in hand, or transfer to any other contract placed by the Authority, e.g. for repair, overhaul and/or modification.

87.5 The Contractor shall submit to the Commercial Staff a tasks list, in duplicate, countersigned by the Project Manager/Equipment Support Manager, of the Contractor Deliverables or work which have been investigated/rectified. The list shall be submitted in accordance with the timescales laid down in the Contract and if none is specified within four weeks of completion of all work. The list shall include:

87.5.1 the description, including, where appropriate, the Stores Reference Number and Serial Number of all Contractor Deliverables or work investigated;

87.5.2 the description of all other tasks (e.g. design of modification, amendments of drawings);

87.5.3 against each Item, whether liability has been accepted by the Authority or the Contractor, or is still to be determined, quoting dates and references of relevant correspondence;

87.5.4 against each Item, the Contract Number and Item Number against which repair, overhaul and/or modification of the Contractor Deliverables has been or will be carried out; e. where liability rests with the Contractor or where overhaul, repair or modification has already been completed for any item, the Unique Order Identifier generated by the Contracting, Purchasing and Finance (CP&F) electronic procurement tool

88. The Contractor's Obligations

88.1 The Contractor shall:

88.1.1 provide and/or shall ensure that all of the Contractor Deliverables are provided in accordance with and, in each case, having due regard to:

(i) Good Industry Practice; Look at this

(ii) all Necessary Consents; Check

(iii) The Standards in accordance with Schedule 20 (Standards) and any other standards which are appropriate and relevant to the provision of the Contractor Deliverables;

(iv) the Contractor's approved quality assurance systems and

(v) the documents referred to in Schedule 2 (*Schedule of Requirements*)

88.1.2 deliver all of the Contractor Deliverables using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money; and

88.1.3 continue to perform all of its obligations under this Contract and shall not suspend the performance of the Contractor Deliverables notwithstanding:

(i) the existence of an unresolved Dispute; and/or

(ii) any failure by the Authority to pay any sums due.

88.2 The Contractor shall perform the Contractor Deliverables:

88.2.1 in accordance with and so as to procure satisfaction of Schedule 2 (*Schedule of Requirements*);

88.2.2 in accordance with the Schedule 3 (Contractor's *Proposa*l) and

88.2.3 in accordance with this Contract.

To avoid doubt, the obligations in Clauses 3.2.1, 3.2.3 and 3.2.4 (The Contractor's Obligations) are independent obligations. In particular:

(i) the fact that the Contractor has complied with the Contractor's Proposals shall not be a defence to an allegation that the Contractor has not satisfied the Statement of Requirements; and

(ii) the fact that the Contractor has satisfied the Statement of Requirement shall not be a defence to an allegation that the Contractor has failed to comply with the Contractor's Proposals.

88.3 Without prejudice to Clause 88.2.1 above, if it shall be found that the Contractor's Proposals as at the Effective Date do not fulfil the Statement of Requirements, the Contractor shall (at its own expense) amend the Contractor's Proposals and rectify the Contractor Deliverables to ensure that they meet the Statement of Requirements.

88.4 Notwithstanding any other provisions of this Contract, nothing in Schedule 3 (Contractor's Proposals) shall in any way limit or reduce any of the Contractor's obligations under this Contract nor shall the provisions of Schedule 3 (Contractor's Proposals):

88.4.1 impose upon the Authority any obligation or any other requirement which is greater than the obligations and/or requirement contained in the remaining provisions of this Contract;

88.4.2 limit or reduce the Authority's rights and remedies contained in the remaining provisions of this Contract; and/or

88.4.3 otherwise have an adverse impact on the Authority.

88.5 For the avoidance of doubt, the Contractor confirms that:

88.5.1 it shall be responsible for the consequences of any change to the Baseline Project Schedule (including any Losses of the Authority arising directly or indirectly from such change)

unless such change is as the result of any failure by the Authority to perform its obligations under this Contract giving rise to the requirement for the Authority to give relief; and

88.5.2 it shall be responsible for complying with the Baseline Project Schedule as at the date of this Contract (or as varied in accordance with Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*)) subject to any variations to such Baseline Project Schedule as are expressly permitted in this Contract.

89. Controlled Information

89.1 This Clause 89 (*Controlled Information*) shall apply in addition to and notwithstanding Clause 17 (*Disclosure of Information*) or any other confidentiality condition of the Contract.

89.2 For the purposes of this Clause 89 (*Controlled Information*) 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.

89.3 The Contractor shall:

89.3.1 hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;

89.3.2 not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;

89.3.3 not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;

89.3.4 protect the Controlled Information diligently against unauthorised access and against loss; and,

89.3.5 act diligently to ensure that:

a. Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;

b. employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.

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

89.4.1 compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.

89.4.2 maintain this register for the duration of the Contract and for two years following completion of the Contract.

89.4.3 make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Clause 89 (*Controlled Information*); and,

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

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

89.5.1 that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;

89.5.2 that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;

89.5.3 that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or

89.5.4 from its records, that the information was derived independently of the Controlled Information; to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

Schedule 1

Definitions

Term	Definition
AAR	Means Attributable, Appropriate and Reasonable as set out in the SSCR 2014.
Agreed Labour Rates	Has the meaning given in Condition 84 (*Contract Price*).
Agreed Profit Rate	Means the profit rate/s set out in Condition 84 (*Contract Price*) "Contract Profit Rate" means the profit, in percentage terms, which the parties have agreed to add to the estimated Contract costs to arrive at the Contract Price. The profit rate agreed on a contract by contract basis, using the Baseline Profit Rate as the start point for the 6-step profit rate calculation.
Allowable Costs	Means the costs as defined within the SSCR 2014, as "allowable" after an AAR assessment.
Allowable Costs Not Subject to Profit	Means the costs that the Contractor is entitled to be paid by the Authority and that the Parties have agreed that Profit will not be charged on under this Contract.
ACII	means the Learning Management System detailed in Schedule 2 (Statement of Requirements) and Schedule 8 (Government Furnished Assets)
Action Log	means a document that records information sharing actions, including the reasons for the actions and forms a necessary part of the audit trail of the project.
Additional Contractor Deliverables	means the additional, revised and/or reduced services and/or Articles that the Contractor is to perform and which form part of the Contractor Deliverables following an approved Change.
Affiliate	means in relation to any person, any Holding Company or Subsidiary of that person or any Subsidiary of such Holding Company.
Army Equipment Support Publication (AESP)	means a technical information, whose category and content layout conform to AESP 0100-P-005-010, that is required by headquarter staff, unit personnel, equipment operators, and tradesmen or technicians involved with training and the operational use, maintenance or repair of the equipment.
Army Recruitment and Training Division (ARTD) Classroom Information Infrastructure	means the network that hosts the Learning Management System used by ARTD staff who are responsible for each stage of a potential recruit's progress from the recruiting office, through a recruit selection centre, into recruit training, through specialist courses before they are finally posted to their unit in the field Army.
Articles	means 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)
As Low As Reasonably Practicable (ALARP)	means in respect of any safety-related risk, the reduction of that risk to a level which is 'as low as reasonably practicable', meaning that it has been demonstrated that the cost of any further risk reduction in relation to that risk is grossly disproportionate to the benefit obtained from that risk reduction.
Assessment Specification	means a document describing the organisation, type of test, marking details, pass/fail criteria for the assessment of TOs/CTOs and the consequences of failure. It provides the practical details required to assess the achievement of the Standards specified by an associated TO/CTO.

Assessment Strategy	means a document describing the overarching assessment policy for the course/module and the associated rationale. It must include the consequences of failure of specified elements of the course/module and include any return to unit policy for infringement of values and standards etc.
Assets	has the meaning given in Schedule 15 (Exit)
Associated Company	a. means any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and b. any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking.
Authority	means the Secretary of State for Defence acting on behalf of the Crown.
Authority Change	means a change initiated by the Authority in accordance with Schedule 7 (Contract *Change Control Procedure*).
Authority Change Notice	means the notice issued in accordance with Schedule 7 (Contract *Change Control Procedure*)
Authority's Representative(s)	Shall be the person(s) defined in Schedule 9 (*Representatives*) to the Contract 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 9 (*Authority Representatives*) to the Contract.
Authority Related Party	means an officer, servant or agent of the Authority (other than the Contractor and/or any Contractor Related Party).
Authority Sites	means those sites which are in the Authority's control or were in the Authority's control immediately prior to the Effective Date and which are to be used by the Contractor for the purposes of providing the Contractor Deliverables, but not including any Other Contractor's Premises.
Authority System	means the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with this Contract which is owned by the Authority or licensed to it by a Third Party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Contractor Deliverables.
Authority's Representatives	Shall be the person(s) defined in Schedule 9 (Authority *Representatives*) to the Contract 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 9 (*Authority Representatives*) to the Contract.
Baseline Activity (**BA)**	means the number of Assumed Demands in the relevant Contract Year.
Baseline Project Schedule	means the Project Schedule which is fixed at the commencement of the MMR project and which identifies activities, products and timelines.
ATCIS Secure Development Policy	means the document that addresses the secure development of products (systems, hardware and software) for BATCIS projects ensuring that appropriate security controls are implemented with defence Suppliers supporting BATCIS, in line with relevant security guidance.
Battlegroup Command and Control Trainer	means the network that hosts the Learning Management System used by battlegroup commanders to train his sub-unit commanders, within the combined arms digitized environment

BC2T	means the network that hosts the Learning Management System used by battlegroup commanders to train his sub-unit commanders, within the combined arms digitised environment
Business Day	Means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays
Central Government Body	means 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: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Certificate of Conformity	means a document, signed by the Supplier, which states that, the product conforms with contractual requirements.
Change	Has the meaning given to that term in Condition 7 (*Contract Change Control Procedure*).
CHIP	has the meaning given in Condition 50 (*Supply of Data for Hazardous Materials, Articles and Substances*).
Codification	means the application of unique identification and classification of information to Items of Supply, using a common supply language, which is recorded in sufficient detail to distinguish uniquely Items of Supply from other items, using NATO Stock Numbers.
Codification Authority	means the United Kingdom National Codification Bureau (UKNCB)
Collective Training Objective (CTO)	means the Output of the specified team/unit activity.
Computer-Aided Design (CAD)	means the use of computers to aid in the creation, modification, analysis or optimisation of a design.
Concept of Employment	means a document that describes the employment of a specific capability within a range of operations or scenarios.
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 Contract;
Consignee	Means that part of the Authority as notified to the Contractor to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be collected at the address specified by the Authority 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 by the Authority from whom the Contractor Deliverables will be dispatched or Collected
Consolidated Version	Means a version of the Contract which incorporates into the body of the Contract all amendments made to the Contract
Consolidated Version Date	means where one or more consolidated versions have been issued, the date on which the latest consolidated version was issued, or where a consolidated version has not been issued, the date on which the Contract was entered into.
Contract	Means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (*Amendments to 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.

Contract Award	means the Effective Date.
Contract Change Proposal (CCP)	means a request to vary the Contract in accordance with Schedule 7 (Contract Change Control Procedure).
Contract Data Requirement	means a data requirement referred to in the Schedule of Requirements the format and content of which is set out or referenced in Schedule 14 (*Intellectual Property Rights*)
Contract Initiation Report (CIR)	Means the CPS, CRP and CNR collectively.
CMB	Means Contract Management Board.
CPS	Means Contract Pricing Statement.
CNR	Means Contract Notification Report.
CRP	Means Contract Reporting Plan.
Contract Period	means the term of the Contract commencing on the Effective Date of the Contract and terminating on the earlier of (a) the date on which the Contract terminates early in accordance with its terms and (b) its expiry date.
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.
Contract Profit Rate (CPR)	Means the contract profit rate set out in Schedule 2 (*Schedule of Requirements*) to the Contract.
Contract Year	means (a) in respect of the first Contract Year, the date commencing with the Effective Date and ending on 31 March 2023 (b) in respect of the second Contract Year, the date commencing on 1 April 2023 and ending on 31 March 2024; (c) In respect of the third Contract Year, the date commencing on 1 April 2024 and ending on 31 March 2025 (d) in respect of the fourth Contract Year, the date commencing on 1 April 2025, and ending on the Expiry Date.
Contracting, Purchasing & Finance (CP&F)	means the electronic procurement tool for non-inventory purchase orders.
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 Change	means a change initiated by the Contractor in accordance with Schedule Condition 7 (*Contract Change Control Procedure*).
Contractor Change Notice	means the notice issued in accordance with Condition 7 (*Contract Change Control Procedure*).
Contractor Commercially Sensitive Information	shall mean the information listed in a DEFFORM 539A in the Agreed Form, being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information.
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance requirements if specified) which the Contractor is required to provide under the Contract and as specified in Schedule 2 *(Schedule of Requirements).*
Contractor Document Deliverables	means a Contractor Deliverables that Output Format is a piece of written, printed or electronic matter (e.g. a document) that is submitted to the Authority.

Contractor's Representative(s)	Shall be deemed to include the Contractor's employees, agents and Subcontractors.
Contractor's Commercial Representative	Shall have the meaning given to that term in Schedule 9 (*Representatives*) to the Contract.
Contractor's Commercially Sensitive Information	means information either held by or provided by the Contractor (Contractor's Commercially Sensitive Information Form), that the Contractor considers reasonably and in good faith to be commercially sensitive and that would undermine the Contractor's legitimate business interests were it to be disclosed to another contractor and is detailed within Schedule 10 *(Contractor's Commercially Sensitive Information).*
Core Contractor Deliverables	means all of the Contractor Deliverables set out in Schedule 2 (*Schedule of Requirements*) (excluding the Options).
Core Contractor Deliverables Firm Price	means the Firm Price for the Core Contractor Deliverables as described in Schedule 2 (Schedule of Requirements)
Crown Use	means, in relation to a patent, 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.
CSM Risk Assessment Process	means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Level for this Contract and any Sub-contract.
Cyber Risk	means any risk associated with financial loss, disruption or damage to the reputation of an organisation from failure, unauthorised or erroneous use of its information systems.
Cyber Risk Level	means the level of Cyber Risk relating to this Contract or any Sub-contract assessed in accordance with the Cyber Security Model;
Cyber Security Implementation Plan	means the plan referred to in Condition 47 (*Official Sensitive Security Requirements*) and Schedule 12 (*Security Measures*) including but not limited to any risk-balance case and mitigation measures required by the Authority.
Cyber Security Incident	means an event, act or omission which gives rise or may give rise to: a. unauthorized access to an information system or electronic communications network; b. disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network; c. destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network; d. removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or e. the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so.
Cyber Security Instructions	means the instructions contained within DEFSTAN 05-138, together with any relevant Industry Security Notice (ISN) and specific security instructions relating to this Contract issued by the Authority to the Contractor.
Cyber Security Model (CSM)	means the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire.
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the; a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011

	b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
Defence Learning Environment (DLE)	means the website which provides e-learning courses for MOD Staff. https://www.dle.mod.uk/.
DEFFORM	means the MOD Defence Form series which can be found at https://www.aof.mod.uk.
DEFSTAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk;
Deliverable Software	For the purposes of Part 2 of Schedule 14 (*Intellectual Property Rights*) means the Software delivered or to be delivered or which forms an integral part of any Article delivered or to be delivered by the Contractor to the Authority in accordance with the requirements of the Contract.
Delivery Date	means the date as specified in Schedule 2 (*Schedule of Requirements*) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection.
Denomination of Quantity (D of Q)	means the quantity or measure of an item of material.
Design Control Authority (DCA)	means the individual, company, firm, corporation, designing authority or government department, which controls the design, characteristics and production of an item by means of its engineering drawings, specifications and inspection requirements.
Design Right(s)	means the definition ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988.
Designated Equipment	means that equipment in respect of which Use of the Licensed Software is licensed.
Dispute Notification	Has the meaning given to that term in Condition 68 (*Dispute Resolution*) of the Contract.
DLE Style Guide	means information that sets out design requirements and guidelines for training courses hosted on the DLE.
Domestic Management Code	means a way of grouping inventory items on the Land and Air logistic information systems.
DOTAS	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to: a. tell HM Revenue & Customs of any specified notifiable arrangements or proposals; and b. provide prescribed information on those arrangements or proposals within set time limits as: (1) contained in Part 7 of the Finance Act 2004 and in secondary legislation made under powers contained in Part 7 of the Finance Act 2004; and as (2) extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
Effective Date	Means **29th June 2022**
Electromagnetic Compatibility	means the ability of electrical and electronic equipment and systems to share the electronic spectrum and perform their desired functions without unacceptable degradation from or to the electromagnetic environment.
Electromagnetic Environmental Effects	means the impact of the electromagnetic environment on the operational capability of military forces, equipment, systems, and platforms.
Electronic Information	means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to

	Data, recorded or preserved on any information system or electronic communications network.
Element Plans	means the plans that describe the specific techniques to be used, tasks to be performed and the development and integration into the overall Integrated Logistic Support and Support Analysis activity
Environmental Case	means the body of evidence which represents a structured argument that supports a project's environmental claims,
Environmental Case Report	means the document which details a summary of the arguments made and presents relevant supporting evidence.
Equipment Delivery Date	means the date on which equipment is delivered to DPO Virginia.
E-Tasking System	means the system used by the UKNCB to create and manage codification data for new and in service equipment.
Exit Manager	the person allocated by the Contractor for managing the Contractor's obligations on exit as more particularly referred to in Schedule 15 (*Exit*).
Exit Period	the period during which exit management activities will be performed following Expiry or an early termination of the Contract, as more particularly described in Schedule 15 (*Exit*).
Exit Plan	means the plan referred to in Schedule 15 (*Exit*) as may be developed and/or amended in accordance with Schedule 15 (*Exit*).
Expiry Date	Means 30th June 2025
Fielding Strategy	means, the document that states the strategy for issuing materiel that is safe, fit for its intended purpose and supportable at issue.
Firm Price	means a price (excluding VAT) which is not subject to variation.
First Article Inspection	means to perform inspection and testing of the product necessary to demonstrate conformity against a subset of the contract requirements. The scope of the First Article Inspection is stated in the Statement of Requirement.
First Article Inspection Report	means the document that summaries the outcomes of the First Article Inspection activity including any further actions to be taken
Fit, Form and Function	means, in respect of each of its elements: a. Fit: The characteristics of an article to enable it to interface or interconnect with a part of another article, including the dimensional relationship between mating parts and the limits of tolerances. b. Form: The shape, size, dimensions, and other physically measurable parameters that uniquely characterise an article. For software, form denotes the language and media. c. Function: The actions that a product is designed to perform in normal use or operation.
FOC Date	means the date that Full Operating Capability is declared
Firm Price	Means a price (excluding VAT) which is not subject to variation.
First Referral	Has the meaning given to that term in Condition 68 (*Dispute Resolution*)..
Follow-On Contractor	means the Party with responsibility for the provision of the Contractor Deliverables or the Parties responsible for follow on Support Contracts including the (Logistical Support Contract or any future Contract for Post-Design Services) post current contract completion.
Formal Training Statement	means a document which details the totality of the training that must be achieved to meet the requirements articulated in the Role/Team Performance Statement.
Full Operating Capability (FOC)	means the MMR military capability which is intended, as laid out in the Concept of Employment
Good Industry Practice	means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances.
Government Department	means any department of the central government of the United Kingdom whose powers have not been devolved to any other national or regional executive or body, including any central government department with

	powers to administrate in specific geographical areas only (such as in England and Wales only).
Government Establishment	means any sites and/or real property owned and/or operated by the Government, including the Authority Sites, any of Her Majesty's ships or vessels and any service stations.
Government Furnished Assets (GFA)	means 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.
Group Undertaking	has the meaning given by section 1161 of the Companies Act 2006.
Industry Security Notices (ISN)	means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at: https://www.gov.uk/government/publications/industry-security-notices-isns;
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.
Initial Operating Capability (IOC)	means the military capability standard which is considered to be the minimum level at which the capability or service is usefully deployable.
Initial Spares Package	means a quantity of appropriate spare parts, sufficient to maintain the operational efficiency of the equipment during the initial two year period of use.
Insolvency Event	means the definition given Section 253 of the Insolvency Act 1986, the court making an interim order pursuant to Section 252 of the Insolvency Act 1986.
Integrated Logistical Support	means the logistic support aspects of the project.
Integrated Support Plan (ISP)	means the documents which form the management plans of the contractor for data gathering and analysis; task management, control and execution; and interface of the ILS project task(s).
Integrated Test, Evaluation and Acceptance Plan (ITEAP)	means the document describes the approach and processes that will be used to confirm the solution delivered to meet a defined requirement has been tested and met by the services and that those services may consequently be accepted into service.
Interface Data	Means Technical Data that describes the overall physical, functional and performance characteristics (for example, "form, fit and function" information) of an Article that is a Contractor Deliverable and is sufficient to enable physical and functional interchangeability, or replacement with interchangeable items, or to enable the Article to interoperate with other items, components or processes.
Interface Control Documents	means documents that provide a record of all interface information (such as drawings, diagrams, tables, and textual information) and which provide the details of the interface or interfaces between two systems or sub-systems.
Interim Reports	Has the meaning given to that term in Condition 82 (*SSCR Reports*) of the Contract and the SSCR 2014.
Internal Validation Report	means a document that reports whether the Training Objectives are being met.
IOC Date	means the date that IOC is declared
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.
Item Identification	means the minimum information required to uniquely identify the Item of Supply derived from information supplied in response to the requirements specified in Schedule 2 (*Schedule of Requirement*).
Item of Supply	means an Item, or where two or more Items are attached or assembled together, the minimum assembly of Items listed in the Design Control Authority's Master Parts List or required to be delivered to the Authority under the Contract.

JSyCC WARP	means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN.
Labour Rate Table	Means the tables contained in Schedule 2 (*Schedule of Requirement*) to the Contract.
LE TacCIS	means the programme to sustain, evolve, maintain and replace tactical communication and information systems (including the JCRVT, LDG, BCIP 5.6, FALCON Exploit, TRINITY and MORPHEUS Programme) for the UK Government Armed Forces.
Learning Management Systems	means the software application for the administration, documentation, tracking, reporting, automation and delivery of training courses.
Learning Specification	means the documents produced from the outputs of Training Design, Assessment Strategy and Method & Media selection processes.
Legislation	means in relation to the United Kingdom, any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.
Level of Repair Analysis Report	means the document that reports the analysis and subsequent recommendations of the economic and operational advantages of the level of repair for the system.
Limited Rights	means rights to copy, use, modify or disclose Technical Data, in whole or in part, only within HMG for any UK Governmental Purpose or as otherwise agreed with the Contractor.
Limited Rights Technical Data	means Technical Data in which the Authority has Limited Rights.
Logistic Contract Deliverables	means the following logistical PSS outputs, in accordance with Schedule 2 (Schedule of Requirement): a. Apply for NATO Codification to the UK National Codification Bureau; b. Delivery of the following logistical support artefacts: • Master Parts List Report • Integrated Support Plan • Reliability and Maintainability Plan; • Reliability and Maintainability Case; • Reliability and Maintainability Case Report; • Level of Repair Analysis Report; • Failure Modes Effects and Critical Analysis Report; • Technical Documentation Management Plan; • Packaging, Handling, Storage and Transportation Plan; • Software Support Plan; • Technical Documentation. c. Provision of support to enable the transition of logistical support onto the BATCIS Logistics Support Contract.
Logistic Support Committee	means a formal body which meets to discuss support matters up to Logistic Support Date.
Logistic Support Date	means the date when sufficient evidence has been presented to demonstrate that the ILS objectives of the project up to in-service have been met.
Logistics Support Contract (LSC)	means the Authority BATCIS contract which coordinates the supply of spares and repair support and asset/stock management.
Maintenance Levels	means the different levels of support required to retain equipment in or to restore it to a specified condition until the end of its use. The following 4 levels of maintenance are described in the Land Equipment User Maintenance Standards publication: Level 1. Servicing and day-to-day preparation conducted at unit level by the equipment user. Level 2. Replacement, adjustment, calibration, modification or minor repair conducted at unit level.

	Level 3 Equipment support planning and maintenance at formation level in greater detail and depth than Level 2. Level 4. Full overhaul, reconditioning or major repairs, conducted by Defence contractors.
Master Parts List	means the document that summaries logistical information
Material Safety Data Sheet	See Safety Data Sheet
Material Single Source Sub-contract (Non Qualifying)	means a sub-contract entered into by the Contractor where: (1) the sub-contract is entered into at the same time as, or after, the Contract was entered into; (2) the sub-contract is entered into for the purposes of the Contract; (3) the award of the sub-contract is not the result of a "competitive process" as defined in Regulation 59 of the Single Source Contract Regulations 2014 (SSCR) for Qualifying Sub-contracts (QSC); (4) the value of the sub-contract is of, or above [redacted]; (5) at least 50% of the sub-contract (by value) is required either to enable performance of the Contract or to enable the combined performance of the Contract and any other Qualifying Defence Contract (QDC), or prospective contract, under the SSCR, to which the Contractor or any group undertaking of the Contractor is a party, or might become a party; and (6) the sub-contract is not a QSC as defined in the SSCR.
Measure of Performance	means to quantify the System Requirement by defining the essential minimum level of performance and where appropriate a maximum level that it is pointless to exceed
Methods and Media	The selection of Methods & Media should consider the requirements identified by the KSA Analysis, the Teamwork Description and the Training Audience (and Throughput) Description. It should also consider additional factors, such as, characteristics of trainers, cost-effectiveness, training efficiency, and availability of learning resources and identified constraints. For individual training, training categories, which form part of the Role PS, will also inform the process of selecting Methods & Media.
Milestone Payment	Means the amount due to be paid, in respect of the Core Contractor Deliverables, the key events detailed in Schedule 5 (Milestone Payment Plan)
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)	means an Authority sponsored scheme to certify military packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4).
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1).
MMR	means Multi-Mode Radio
MMR System	means the definitions given for MMR and System
MOD Identifiable Information	means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure.
Modified Design Data	Technical Data relating to any modified design to enable the Contractor to manufacture articles to the modified design
Modify	means to change or alter whether by means of adaptation, translation, extension, reduction by means of merging with other material, or by any other means, and the words 'modified' and 'modification' shall be construed accordingly.
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.

NATO Codification	means a standard approach to identify, classify and number items of supply which are repetitively used and stocked by NATO nations.
NATO Commercial & Government Entity code (NCAGE)	means the unique code allocated to a supplier by the UKNCB.
NATO Stock Number or **NSN**	means a unique item identifier of 13 digits in length, composed of a 4 digit NATO supply classification code and a 9 digit NATO item identification number (NIIN).
Notices	means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract.
Notice of Arbitration	Has the meaning given to that term in Condition 68 (*Dispute Resolution*).
NSA/DSA	means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations;
Object Code	means machine code executable by a data processing system.
Occasion Of Tax Non-Compliance (OOTNC)	means: a. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (1) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (2) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; or b. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date this Contract came into effect or to a civil penalty for fraud or evasion.
Officer in Charge	shall mean the Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments.
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)	means the organisation that is responsible for the design of the packaging, identified in Schedule 23 (*DEFFORM 111*) Box 3.
Party/Parties	means the Contractor and the Authority unless expressly stated differently.
Personal Data	means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identify of that natural person.
Pilot Training Report	means the document that summaries the outcomes of the Training Pilots, recommending further actions to ensure that the training activities are appropriate to the need, cost-effective, safe and accountable and meet the requirement.
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).
Programmable Elements	means a Product, Service or System that is implemented in software or programmable hardware such as programmable logic devices, field programmable gate arrays or similar electronic components.
Programmed Contractor Deliverables	means Contractor Deliverables that are items, documents or meetings as identified in Contract Schedules.

Project Initiation Meeting (PIM)	means the first meeting, post Contract Award, between the contractor and the authority
Project Management Plan	means the plan which details the approach in to project management. The PMP includes all information required to start and run the project on a sound basis.
Project Manager	means the person responsible for planning and the execution of a project
Project Safety and Environmental Panel (PSEP)	means the forum which monitors and co-ordinates all Safety and Environmental protection management and risk reduction activities associated with the project to ensure effective levels of safety and environmental protection and provide an appraisal of the safety and environmental protection case.
Project Schedule	means a listing of a project's milestones, activities, and deliverables, with intended start and finish dates. There are 4 levels of Maturity for a Project Schedule: Level 1. This is a major milestone type of schedule; usually only one page, it highlights major project activities, milestones, and key deliverables for the whole project. Level 2. Maintained as a summarisation of the Level 3 Project Coordination Schedule(s). It depicts the overall project broken down into its major components by area and is used for higher-level management reporting. Level 3. Project Coordination Schedule is the detailed working level schedule, where each schedule is an expansion of part of a Level 2 schedule. This is the key working level Critical Path Methodology schedule displaying the activities to be accomplished by the project resources and is required for every project. The dates generated by the schedule activities represent the estimated start and finish of work required to complete the project, activities in future months/years may be summary in nature but still provide approximate start and finish dates for major pieces of work. Level 4. The further breakdown of the activities of a Level 3 Schedule. A short term schedule used to map out the detailed tasks needed to coordinate day to day work in a specific areas.
Quality Assurance	means the maintenance of a desired level of quality in a service or product, especially by means of attention to every stage of the process of delivery or production.
Quality Management Plan	means the document which specifies how all Quality Assurance requirements are fulfilled, including AQAP requirements.
Quality Plan	has the meaning given in AQAP 2105.
Radio Hazard Testing	means testing for Hazards from equipment emitting electromagnetic fields
Record of Decisions (RoDs)	means a document that records information sharing decisions, including the reasons for the decisions and forms a necessary part of the audit trail of the project.
Relevant Authority	means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union.
Redundant Material	Means: Material identified as surplus to the requirement of the Contract for whatever reason.
Relevant records	Means accounting and other records: (1) which the Sub-contractor may reasonably be expected to keep; and (2) which are sufficiently up-to-date and accurate for use by the Authority for any of the purposes listed in the Contract
Relevant Tax Authority	Means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.
Reliability and Maintainability Case Report	means the document that provides sufficient evidence and argument that the reliability and maintainability requirements are being met

Reliability and Maintainability Plan	means the document that covers the programme of activities and description of the management organisation required to achieve the reliability and maintainability requirements.
Representatives	Means employees, agents, officers, advisers and other representatives of the Authority
Review Period	Means the amount of time to review a Contractor Deliverable as described in Schedule 4 (Acceptance Procedure)
Safety and Environmental Case Report	means a document that provides a structured argument, supported by a body of evidence, that provides a compelling, comprehensible and valid case that a system meets a set level of safety and environmental performance for a given application in a given environment
Safety and Environmental Contract Deliverables	means the following Safety and Environmental artefacts: • Safety and Environmental Management Plan • Material Safety Data Sheets; • Hazardous Materials Register; • Safety and Environmental Case and its associated Safety and Environmental Case Report.
Safety and Environmental Management Plan (SEMP)	means the document which provides the targets, individual roles, responsibilities, inputs and outputs and the activities which are required to be implemented to ensure the equipment is safe to operate.
Safety Case	means a body of evidence that provides a compelling, comprehensible and valid case that a system is safe for a given application in a given operating environment.
Safety Data Sheet (SDS)	means the document as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).
Schedule of Requirements	means Schedule 2 (Schedule of Requirements) of the Contract, 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.
Secret Matter	means any matter connected with the Contract, or its performance which is designated by the Authority in the security aspects letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter.
Second Referral	Has the meaning given to that term in Condition 68 (*Dispute Resolution*) of the Contract.
Security Aspects Letter	means the letter relating to the designation of security classifications.
Security Aspects of Design Document	means the document which details the required security design and controls supported by technical security policy and guidance to ensure that the security requirements are correctly and appropriately implemented.
Security Contract Deliverables	means the following security artefacts: • Cryptographic Fill Interface Control Documents • Security Aspects of Design Document.
Security Policy	means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.
Security Policy Framework	means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.
Security Working Group (SWG)	means the group which provides the main security engagement and governance forum that is focussed on addressing security and information assurance activities throughout the lifecycle the project.
Serial Number	means a unique alphanumeric assigned for the purposes of identification, which varies from its predecessor or successor by a fixed discrete alphanumeric.
Service	means the operation or usage of a system in a defined operating environment to achieve a specific purpose or purposes.
Servicemen	means military manpower (and Serviceman shall be construed accordingly).
Site	means any premises from which Contractor Deliverables are provided in connection with this Contract or from which the Contractor or any relevant

	Sub-contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Contractor or any relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Contract.
SME	means Small and Medium-sized Enterprise, an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
Software	means all or any part of Object Code, Source material, associated user documentation, or anything further specified as Software in the Schedule of Requirements.
Software Support Plan	means the plan which describes the application of the Supportability Analysis methodology to the software element of the system or equipment. It addresses:- a. Definition of software support package. b. Impact of software on the support policy. c. Identification, quantification and minimisation of support resources. d. Documentation of software within the Information Repository.
Source Material	means that material, taken individually or in any combination thereof, which is: i. Source Code, that is to say, a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code; ii. a representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation generated by or for the Contractor under the Contract; iii. a representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation used to generate the Object Code, but not generated by or for the Contractor under the Contract, when in sufficient detail and suitable form, to permit replication of such data processing system configuration, computer programs, procedures, rules and associated documentation independently of the Contractor subject to sub-Clause 3.b), and to the extent necessary to enable modification and testing of the Object Code independently of the Contractor, documentation on the specification, design rules, design, testing, analysis, function, usage and capabilities of the Object Code and of the material at sub-sub-Clauses 1.d) i, ii and iii;
Spares	means any single item listed in the Spares Catalogue and/or the Repairs Catalogue.
Special Conditions	means those conditions (if any) specified in Schedule 14 *(Intellectual Property Rights).*
Special Jigs, Tools Etc	means all special jigs, tools, patterns, moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software necessary for the manufacture of the Articles or for the performance of the Contractor Deliverables, which are not tools of the trade, as used by the Contractor in the performance of this Contract.
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 Schedule of Requirements.
Spectrum Supportability	means the process for assessing the availability of Electromagnetic Spectrum to support the use of the MMR System
STANAG 4329	means the Standardisation Agreement which can be sourced at https://www.dstan.mod.uk/faqs.html
Sub-contract	means any sub-contract at any level of the supply chain, whether awarded directly by the Contractor or indirectly by any lower tier Sub-contractor or Associated Company, which is entered into as a consequence of or in connection with this Contract.
Sub-Contractor	means any sub-contractor to the Contractor under this Contract, a sub-contractor of a sub-contractor to the Contractor and any other sub-contractor (of whatever tier) engaged by the Contractor or any sub-contractor from time to time as may be permitted by this Contract to provide the Contractor Deliverables (or any part of the Contractor Deliverables).
Sub-contract completion date	means:

	(1) the date described in the sub-contract as the contract completion date; or (2) if no such date is described in the sub-contract, the date on which the sub-contractor completes all obligations which entitle it to final payment under the contract; (3) if the sub-contract is terminated before the date described in above, the date on which the sub-contract is terminated.
Supplier Cyber Protection Service	means the Cyber Security Model Risk Assessment Process and CSM Supplier Assurance Questionnaire.
Supported Businesses	means establishments or services where more than fifty percent (50%) of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market.
System	means a combination, with defined boundaries, of elements that are used together in a defined operating environment to perform a given task or achieve a specific purpose. The elements may include personnel, procedures, materials, tools, products, facilities, services and/or data as appropriate.
System Acceptance	means a confirmation of acceptance that a system has been independently tested and evaluated by the Authority to meet the Measure of Performance against the corresponding System Requirements.
System Acceptance Test Report	means a document that captures the outcome from conducting System Acceptance activity by summarising the System Test Results and stating outstanding actions to be taken
System Acceptance Test Results	means the results from conducting System Tests
System Integrator	means the Authority or any Third Party (including any Other Contractor) responsible at the relevant time for performing any of the System Integrator Activities.
System Requirements	means a statement that describes the features and behavior of a system in order to satisfy the requirement
System Requirements Document (SRD)	means a structured document that provides a technical view of the functionality required by the system needed to deliver the capability
System Tests	means a type of testing that is performed on the system under test to evaluate the compliance of the system with the corresponding System Requirement
TAFMIS Training Analysis Developers Training	means the training that will need to be undertaken in order to get the relevant accounts and permissions required to input content to TAFMIS.
Technical Data	means the cataloguing information identified in the Annex to this Condition to be supplied to enable the creation of Item Identification
Technical Data	means information of a scientific, or technical or programme/project management nature which is recorded or documented in any medium and whether or not in human readable format, but excluding unrecorded information communicated solely by oral communications and excluding computer software that is subject to other licensing arrangements as agreed with the Authority
Technical Documentation	Means documentation which contains information of a scientific or technical nature, in whatever format.
Technical Documentation Management Plan (TDMP)	means the plan which details the general procedures terms, and conditions governing the planning, selection, preparation, and delivery of documentation required for the maintenance, operation, and training support of the equipment.
Technical Readiness Level (TRL)	means an indication of the maturity of technologies that is applied to a system or a project through a 9 level hierarchy: a. TRL 1 - Basic principles observed and reported b. TRL 2 - Technology concept and/or application formulated c. TRL 3 - Analytical and experimental critical function and/or characteristic proof-of-concept d. TRL 4 - Technology basic validation in a laboratory environment e. TRL 5 - Technology basic validation in a relevant environment

	f. TRL 6 - Technology model or prototype demonstration in a relevant environment g. TRL 7 - Technology prototype demonstration in an operational environment h. TRL 8 - Actual Technology completed and qualified through test and demonstration i. TRL 9 - Actual Technology qualified through successful mission operations.
Technical Risk Assessment	means an activity carried out to identify the likelihood that the equipment and system will meet the MMR performance requirements and if a shortfall in performance is expected, the extent of said shortfall.
TEMPEST Certification	means an analysis carried out to assess the level of unintentional signals from information technology which may give away sensitive data.
Tender Documentation	means any documents issued to prospective bidders and bidders relating to the opportunity to bid to enter into a contract to provide the Contractor Deliverables.
Termination Date	means the date of any early termination of the whole or part of this Contract.
Termination Notice	means the notice served when the Authority wishes to terminate the whole or any part of this Contract.
Terms of Reference	means a description of the objectives and structure of a meeting or committee.
Test and Acceptance Working Group (TWAG)	means the group which provides the main engagement and governance forum that is focussed on planning, managing and directing test and acceptance activities throughout the lifecycle the project.
Test and Evaluation	means the process by which a system or components are compared against requirements and specifications through testing
Test Script	means a set of instructions that will be performed on the system under test to test that the system functions as expected
Test Script Report	means the document that summaries the results for the completion of test activities covering all test levels capturing outstanding actions to be taken
Third Parties	any person other than the Parties;
Third Party IPR	means any IPR owned by a Third Party.
TNA - Stage 1	*means the scoping exercise involves the initial analysis of the requirement and, where applicable, suggested options for meeting the requirement*
TNA - Stage 2	*means the exercise to conduct the following training activities:* *Role Analysis;* *Training Gap Analysis;* *draft Training Objectives;* *Training Options Analysis, including Cost Benefit Analysis;* *Training Needs Report.*
TNA Scoping Exercise Report	means a report detailing the output of the TNA Scoping Exercise. It details outputs appropriate to the training need and makes training solution recommendations.
Train the Trainer	*means a framework for training potential instructors or subject matter experts to enable them to train other people in their organisations.*
Training Administration and Financial Management Information System (TAFMIS)	*means a centralised training management system that provides tools to manage Defence training activities, the training pipeline and the development and delivery of training*
Training and Education Architecture (Land) T&EA(L) Guidance	means a set of templates that projects can use a starting point for specifying and developing coherent capability, allowing them to standardise their vocabulary, requirements, interactions and system functions
Training Contract Deliverables (Training Deliverables)	means the following training artefacts: • Training Management Plan; • Stage 2 Training Needs Analysis (TNA) and its associated TNA Stage 2 Report; • Training Design Documentation;

	• Training Solution; • Pilot Training Report; • Internal Validation Report; and the following training courses: • Standalone Training Course; • Piloting of Training Solution; • Training Solution; • Internal validation of the Training Solution.
Training Design Authority Steering Group	Means as detailed within Schedule 13 (Contract Meetings, Reporting & Contract Management)
Training Design Documentation	Means as detailed within Schedule 2 (Schedule of Requirement)
Training Gap Analysis	*means a process to identify the additional training requirement of the affected Role holders by determining the training Gap between the Performance as stated in the Role PS and any existing training Performance Standard(s).*
Training Management Plan	Means as detailed within Schedule 2 (Schedule of Requirement)
Training Needs Analysis (TNA)	means a structured scoping and analysis of training need arising as a result of new equipment acquisition, doctrinal change, organisational change, or changes to policy/legislation.
Training Needs Analysis Steering Group (TNASG)	means the forum responsible for ensuring the validity and assurance of the TNA process and for ensuring that the training requirements are identified and met.
Training Objectives	means the statements of training output to ensure that the training activity is focussed with a definite purpose to satisfy the training need.
Training Options Analysis	means the process carried out to assess possible training solutions and identify recommendations for the Training Solution to the Training Needs Analysis Steering Group.
Training Pilots	means the demonstration of training activities to ensure that they are appropriate to the need, cost-effective, safe and accountable and meet the requirement.
Training Solution	means the option chosen by the Training Needs Analysis Steering Group from the recommendations made by the Training Options Analysis.
Training Working Group (TWG)	means the formal gathering to consider training implications that result from the introduction of equipment and applications which co-ordinates all training activities.
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
UK Government(al) Purposes	means use for the purposes of the UK Government, including, without limitation, rights to copy, modify, perform, reproduce, display and disclose in whole or in part, and to authorise Third Parties to do so, but shall not extend to commercial sales of Articles except for disposal of outworn or surplus items.
UKNCB	means the UK National Codification Bureau.
Unique Identifiers	means the following: a. Unique Order Identifier (UOI) generated by the Contracting, Purchasing & Finance (CP&F) electronic procurement tool for non-inventory purchase orders; b. Unique Receipt Reference Identifier (URRI), generated by CP&F for inventory purchase orders; or c. Electronic Business Capability (EBC) Unique Package Identifier (EUPI) generated for EBC contractor logistic support contracts. EUPIs comprise two parts, the first part being the identifier allocated by the Authority and the second part being the identifier generated by the Contractor.
Unique Order Identifier or **UOI**	means a set of data elements that, when concatenated, form a globally unique and unambiguous identifier.
Unlimited Rights	means rights to copy, use, modify, reproduce, or disclose Technical Data in whole or in part, and to authorise third parties to do so, in any manner, and

	for any UK Governmental Purpose; but, for the avoidance of doubt, such purposes shall not extend to commercial sales of Articles except for the disposal of outworn or surplus items, nor to licensing of Contractor-owned IPR for revenue generation.
Unlimited Rights Technical Data	means Technical Data in which the Authority has Unlimited Rights.
Unprogrammed Contractor Deliverable	means any Contractor Deliverable which is subject to a General Assurance Review.
Use (or "to Use")	in relation to the Licensed Software means copying the software from a store unit or medium into equipment, customising it within its existing functionality and consistent with the user documentation, running or processing it, operating upon it, all of these acts either alone or with other programs, and producing copies including, where appropriate, in eye-readable form.
Use Study	means the document that details how the Authority currently supports in service MMR equipment and provides information to enable, where possible, the design of future MMR equipment to be tailored to meet existing support practices and procedures.
VAT	means value added tax and is the tax charged on supplies of goods and services in the UK pursuant to the Value Added Tax Act 1994.
Working Days	means any day excluding Saturdays, Sundays and public and statuary holidays in the jurisdiction of either Party.
Work Package	means a grouped activity that translates directly to the Work Breakdown Structure (WBS). The individual MMR Work Packages will be defined in the Statement of Work.

Schedule 2

Schedule of Requirements

Part A

DEFFORM 110

Table 1 - Contractor Deliverables

Item Number	Specification	Per Item				Total £ (ex VAT)
1	Provision of MMR equipment Drops 1 to 4	Please refer to the tables below (Table 1, Item 1)				
2	Provision of Project Management for the MMR Contract	**Work Package**	**WBS Ref**	**SOR Ref**	**Price (£)**	[redacted]
		Project Management	1.1	1.1	[redacted]	
			1.2	1.2	[redacted]	
			1.3	1.3	[redacted]	
			1.4	1.4	[redacted]	
			1.5	1.5	[redacted]	
			1.7	1.7	[redacted]	
			1.8	1.7	[redacted]	
			1.9.1	1.7	[redacted]	
			1.9.3	1.7	[redacted]	
		Governance	2.1	2.1	[redacted]	
			2.2	2.2	[redacted]	
			2.3	2.3	[redacted]	
			2.4	2.4	[redacted]	
			2.5	2.5	[redacted]	
			2.6	2.6	[redacted]	

<table>
<tr><th>Item Number</th><th>Specification</th><th>Per Item</th><th>Total £ (ex VAT)</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td></td><td>2.8</td><td>2.8</td><td>[redacted]</td></tr>
<tr><td></td><td>2.9</td><td>2.9</td><td>[redacted]</td></tr>
<tr><td></td><td>2.10</td><td>2.11</td><td>[redacted]</td></tr>
<tr><td></td><td>2.11</td><td>2.8</td><td>[redacted]</td></tr>
<tr><td>Pre-Award Costs</td><td>N/A</td><td>1.7</td><td>[redacted]</td></tr>
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</td><td></td></tr>
<tr><td>3</td><td>Provision of Training for the MMR System</td><td>
<table>
<tr><th>Work Package</th><th>WBS Ref</th><th>SOR Ref</th><th></th></tr>
<tr><td>Training</td><td>4.1</td><td>4.1</td><td>[redacted]</td></tr>
<tr><td></td><td>4.11</td><td>4.11</td><td>[redacted]</td></tr>
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<tr><td></td><td>4.2</td><td>4.2</td><td>[redacted]</td></tr>
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<tr><td></td><td>4.8</td><td>4.8</td><td>[redacted]</td></tr>
<tr><td></td><td>4.9</td><td>4.9</td><td>[redacted]</td></tr>
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</td><td>[redacted]</td></tr>
<tr><td>4</td><td>Provision of an Integrated Logistic Support Service for MMR</td><td>N/A</td><td>N/A</td></tr>
<tr><td>5</td><td>Option 1 Provision of additional MMR equipment</td><td>Please refer to the tables at Schedule 21 - Options</td><td></td></tr>
<tr><td>6</td><td>Option 2 Provision of additional MMR equipment</td><td>Please refer to the tables at Schedule 21 - Options</td><td></td></tr>
</table>

<table>
<tr><th>Item Number</th><th>Specification</th><th>Per Item</th><th>Total £ (ex VAT)</th></tr>
<tr><td>7</td><td>Options 3 to 14 Provision of 60 Man Days SME Resource to support the Project in blocks of 5 days in accordance with Table 7 Serial 4 of Annex A to Schedule 2 to be exercised in accordance with the Contract</td><td>
<table>
<tr><th>Option-3 to 14 Items - RQT -903</th><th>Cost Type</th><th>Lab Hours</th><th>Price £</th></tr>
<tr><td>(2) Applications Engineering: L4 / R9</td><td>Labour</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td>(2) Administration: L3 / R9</td><td>Labour</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td>(2) Applications Engineering: L6 / R9</td><td>Labour</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td></td><td>Travel</td><td></td><td>[redacted]</td></tr>
<tr><td></td><td>Total Hrs/Price</td><td>[redacted]</td><td>[redacted]</td></tr>
</table>
</td><td>[redacted]</td></tr>
<tr><td>8</td><td>Options 15 to 20 Provision of 30 days SME Resource to support the Project in blocks of 5 days in accordance with Table 8 Serial 1 of Annex A to Schedule 2 to be exercised in accordance with the Contract</td><td>
<table>
<tr><th>Option-15 to 20 Items - RQT 904</th><th>Cost Type</th><th>Lab Hours</th><th>Price £</th></tr>
<tr><td>(4) Systems Engineering: L6 / R9</td><td>Labour</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td></td><td>Total Hrs/Price</td><td>[redacted]</td><td>[redacted]</td></tr>
</table>
</td><td>[redacted]</td></tr>
<tr><td>9</td><td>Options 16 to 22 Provision of 35 days SME Resource to support the Project in blocks of 5 days in accordance with Table 8 Serial 2 of Annex A to Schedule 2 to be exercised in accordance with the Contract</td><td>
<table>
<tr><th>Option-21 to 27 Items - RQT 905</th><th>Cost Type</th><th>Lab Hours</th><th>Price £</th></tr>
<tr><td>(2) Applications Engineering: L4 / R9</td><td>Labour</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td>(2) Administration: L3 / R9</td><td>Labour</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td>(2) Applications Engineering: L6 / R9</td><td>Labour</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td></td><td>Travel</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td></td><td>Total Hrs/Price</td><td>[redacted]</td><td>[redacted]</td></tr>
</table>
</td><td>[redacted]</td></tr>
</table>

Schedule 2 – Part A – Annex A

Pricing Statement

Table 2 - Labour Rate Table

	2022		2023		2024		2025	
Grade	**Rate**	**Hours**	**Rate**	**Hours**	**Rate**	**Hours**	**Rate**	**Hours**
FSR Support	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Operation Support	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Program Support	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Sales Engineering Support	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Table 3 - Contract Profit Rate

	Percentage
Step 1 – Baseline Profit Rate	[redacted]
Step 2 – Cost Risk Adjustment	[redacted]
Step 3 – Profit on Costs Once	[redacted]
Step 4- SSRO Funding Adjustment	[redacted]
Step 5- Incentivisation Adjustment	[redacted]
Step 6 – Capital Servicing Adjustment	[redacted]
Contract Rate and Profit	[redacted]

Table 4 - Contract Price

	Percentage	**As a % of the Allowable Costs:**
Step 1 – Baseline Profit Rate	[redacted]	[redacted]
Step 2 – Cost Risk Adjustment	[redacted]	[redacted]
Step 3 – Profit on Costs Once	[redacted]	
Step 4- SSRO Funding Adjustment	[redacted]	[redacted]
Step 5- Incentivisation Adjustment	[redacted]	
Step 6 – Capital Servicing Adjustment	[redacted]	[redacted]
Contract Rate and Profit	[redacted]	[redacted]
Contract Price £		[redacted]
Contract Price $		[redacted]

Table 1 – Item 1 – EDD1 – Provision of MMR equipment Drop 1

Part #	Product Short Description	Unit Price	EDD1	
			QTY	Ext Price
10075-1399	HANDSET, MODIFIED H-250			
10513-8110-01	HAVE QUICK ROYALTY			
10553-1300-02	KIT, FIII KDU, GREEN, NO EXT CABLE			
12006-9000-01	FOLDABLE X-YAGI SATCOM ANTENNA			
12043-4800-01	BATTERY BOX ASSEMBLY			
12051-1050-01	BATTERY ADAPTER, HANDHELD, ABC CHARGER			
12051-3050-01	BATTERY ADAPTER, DUAL, MANPACK, ABC CHARGER			
12177-1050-01	MCMP POUCH, COYOTE			
12193-0330-A006	CABLE ASSY, CLONING/RETRANS			
12193-0358-B009	CABLE ASSY, POWER SUPPLY TO SPEAKER			
12193-0420-A004	CABLE ASSY, 12 PIN TO KDU			
12193-0480-A009	CABLE ASSY, 2 CHANNEL SPEAKER			
12193-0600-A1	CABLE ASSY, 19-PIN TO DUAL AUDIO AND EUD/RKDU			
12193-1040-03	MCHH MISSION FILL KIT (INTERNATIONAL)			
12193-1591-01	HOLSTER, MCHH, BATTERY ACCESS, MULTICAM			
12193-8940-0011	SW, FACTORY OPTION, HAVEQUICKII			
12193-8940-0014	SW, FACTORY OPTION, SATURN			
12193-8940-0016	SW, FACTORY OPTION, LBAND			
12193-8940-0101	SW, FACTORY OPTION, HPW AND IW			
12193-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL			
12237-2730-01	ANTENNA, BLADE, VHF/UHF, 45 INCH			
12237-2740-01	225-450 & 760-2600 MHZ DUAL BAND ANTENNA,MANPACK			
12237-8940-0015	SW, FACTORY OPTION, SATURN			
12237-8940-0017	SW, FACTORY OPTION, VULOS L-BAND			
12237-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL			
12241-1000-01	ADAPTER ASSEMBLY, DISMOUNTED GENERAL, MCHH			
12246-0360-01	REMOTE KDU KIT, GRN			
12500-2500-02	BATTERY PK, RECHARGEABLE, 7.0A-HR LITH ION, GRN			
A30-1677-001	VARIABLE-CAPACITY PACK, CREWCAB BVS, MULTICAM			
A30-2270-001	HEADSET X5 IN-EAR W/ MIC TAN			
A30-2270-002	HEADSET T7 OVER-EAR W/ MIC TAN			
A30-2270-003	CABLE SPLITTER T7 W/ GSR 450MM			
A30-2270-004	CONTROL UNIT V20 2-PTT GEN 2 TAN			
A30-2270-005	CABLE ASSY COM 19-PIN TO PTT TAN 800MM			
AN/PRC-167-CD001	CPA FOR AN/PRC-167			
BT-70791JV	BATTERY PK, RECHARGEABLE, 10.2A-HR LITH ION, TAN			
RF-3081-AT001	ANTENNA, MUOS, ATP SATCOM			
RF-335M-HH001UK	AN/PRC-163 20M RADIO SYSTEM, UK/MIL GPS			
RF-345M-MP003-UK	AN/PRC-167 RADIO SYSTEM, UK/MIL GPS			
RF-5058-CH032	BATTERY CHARGER, CONDITIONER, 2-BAY,UK CORD			
RF-5853-CH232	CHARGER, DUEL BAY, AC/DC, UK CORD			
RF-5902-CH238	BATTERY CHARGER, 8 BAY, ADVANCED, UK VERSION			
RF-5980-SA201	SPEAKER, TWO CHANNEL, CARC GREEN, T-BRACKET MTG			
RF-7914-PS031	MANPACK BATTERY ELIMINATOR, UK CORD			
Total				

Table 1 – Item 1- Spares - Provision of MMR equipment Drop Spares

Part #	Product Short Description	Unit Price	Spares	
			QTY	Ext Price
10075-1399	HANDSET, MODIFIED H-250	[redacted]	[redacted]	[redacted]
10511-0424-13	DUST COVER ASSY	[redacted]	[redacted]	[redacted]
10511-0424-14	DUST COVER ASSY	[redacted]	[redacted]	[redacted]
10553-1450-01	WRIST STRAP, FIII KDU, BLACK	[redacted]	[redacted]	[redacted]
10553-2360-02	FIII KDU ONLY, GREEN	[redacted]	[redacted]	[redacted]
11170-0316-01	CLAMSHELL, PACKAGING, MCHH	[redacted]	[redacted]	[redacted]
11170-0321-01	BOX, PACKAGING, MCHH	[redacted]	[redacted]	[redacted]
12006-9000-01	FOLDABLE X-YAGI SATCOM ANTENNA	[redacted]	[redacted]	[redacted]
12043-2940-01	HUB COVER ASSY, VENT	[redacted]	[redacted]	[redacted]
12043-3092-01	KNOB, 1/4 INCH SHAFT	[redacted]	[redacted]	[redacted]
12043-4800-01	BATTERY BOX ASSEMBLY	[redacted]	[redacted]	[redacted]
12051-1050-01	BATTERY ADAPTER, HANDHELD, ABC CHARGER	[redacted]	[redacted]	[redacted]
12051-3050-01	BATTERY ADAPTER, DUAL, MANPACK, ABC CHARGER	[redacted]	[redacted]	[redacted]
12102-2700-01	ANTENNA, 30-870 BLADE, HANDHELD	[redacted]	[redacted]	[redacted]
12167-1019-01	GASKET, BATTERY BOX, CONDUCTIVE TUBE	[redacted]	[redacted]	[redacted]
12177-1050-01	MCMP POUCH, COYOTE	[redacted]	[redacted]	[redacted]
12186-1002-01	CORD ASSY, DUST CAP LOOP	[redacted]	[redacted]	[redacted]
12186-1790-01	HANDLE, MCMP	[redacted]	[redacted]	[redacted]
12186-1793-01	SHAFT, HANDLE, MCMP	[redacted]	[redacted]	[redacted]
12186-2809-01	STRIKE, LATCH, BLACK OXIDE	[redacted]	[redacted]	[redacted]
12193-0330-A006	CABLE ASSY, CLONING/RETRANS	[redacted]	[redacted]	[redacted]
12193-0340-A001	CABLE ASSY, AUDIO/KEY FILL	[redacted]	[redacted]	[redacted]
12193-0358-B009	CABLE ASSY, POWER SUPPLY TO SPEAKER	[redacted]	[redacted]	[redacted]
12193-0420-A004	CABLE ASSY, 12 PIN TO KDU	[redacted]	[redacted]	[redacted]
12193-0420-A009	CABLE ASSY, 12 PIN TO KDU	[redacted]	[redacted]	[redacted]
12193-0460-A006	CABLE ASSY, USB, PDA-184	[redacted]	[redacted]	[redacted]
12193-0480-A009	CABLE ASSY, 2 CHANNEL SPEAKER	[redacted]	[redacted]	[redacted]
12193-0600-A1	CABLE ASSY, 19-PIN TO DUAL AUDIO AND EUD/RKDU	[redacted]	[redacted]	[redacted]
12193-0601-A1	CABLE ASSY, 19-PIN TO DUAL AUDIO	[redacted]	[redacted]	[redacted]
12193-1000-03UK	RT-2062(C)/U 20M TRANSCEIVER, UK	[redacted]	[redacted]	[redacted]
12193-1591-01	HOLSTER, MCHH, BATTERY ACCESS, MULTICAM	[redacted]	[redacted]	[redacted]
12193-2740-01	ANT ASSY, DUAL BAND (225-450, 1300-2600MHZ)	[redacted]	[redacted]	[redacted]
12193-2750-02	ANT, GPS L1/L2, HELICAL (CERAMIC CORE), HH, SMA	[redacted]	[redacted]	[redacted]
12193-3130-01	VALVE, BREATHING PORT, MCHH	[redacted]	[redacted]	[redacted]
12193-6581-01	KIT, SPARE, MODE KNOB	[redacted]	[redacted]	[redacted]
12193-6591-01	KIT, SPARE, PRESET KNOB	[redacted]	[redacted]	[redacted]
12237-0099-02	DUST CAP, ODU, LOOPED END	[redacted]	[redacted]	[redacted]
12237-1000-03UK	RT-2096 NGMP TRANSCEIVER, UK	[redacted]	[redacted]	[redacted]
12237-2730-01	ANTENNA, BLADE, VHF/UHF, 45 INCH	[redacted]	[redacted]	[redacted]
12237-2740-01	225-450 & 760-2600 MHZ DUAL BAND ANTENNA,MANPACK	[redacted]	[redacted]	[redacted]
12241-1000-01	ADAPTER ASSEMBLY, DISMOUNTED GENERAL, MCHH	[redacted]	[redacted]	[redacted]
12500-2500-02	BATTERY PK, RECHARGEABLE, 7.0A-HR LITH ION, GRN	[redacted]	[redacted]	[redacted]
A06-0021-425	FOAM TIPS, TRAINING KIT, 1 PAIR EACH SIZE	[redacted]	[redacted]	[redacted]
A30-1677-001	VARIABLE-CAPACITY PACK, CREWCAB BVS, MULTICAM	[redacted]	[redacted]	[redacted]
A30-2270-001	HEADSET X5 IN-EAR W/ MIC TAN	[redacted]	[redacted]	[redacted]
A30-2270-002	HEADSET T7 OVER-EAR W/ MIC TAN	[redacted]	[redacted]	[redacted]
A30-2270-003	CABLE SPLITTER T7 W/ GSR 450MM	[redacted]	[redacted]	[redacted]
A30-2270-004	CONTROL UNIT V20 2-PTT GEN 2 TAN	[redacted]	[redacted]	[redacted]
A30-2270-005	CABLE ASSY COM 19-PIN TO PTT TAN 800MM	[redacted]	[redacted]	[redacted]
B41-0010-003	BAT LITH 3.6 V 1/2AA SIZE	[redacted]	[redacted]	[redacted]

Part #	Product Short Description	Unit Price	Spares	
			QTY	Ext Price
BT-70791JV	BATTERY PK, RECHARGEABLE, 10.2A-HR LITH ION, TAN	[redacted]	[redacted]	[redacted]
E45-0070-414	O-RING EPDM, 70 DURO, 2.5MM W, 14MM ID	[redacted]	[redacted]	[redacted]
H10-0011-063	SCREW PNHD TORX 6-32 X 0.250 SS BLK	[redacted]	[redacted]	[redacted]
MS51957-26B	SCREW PNHD PHIL 6-32 X 0.250 SS BLK	[redacted]	[redacted]	[redacted]
P25-0009-001	GREASE FLOUROSILICONE	[redacted]	[redacted]	[redacted]
RF-3081-AT001	ANTENNA, MUOS, ATP SATCOM	[redacted]	[redacted]	[redacted]
RF-5058-CH032	BATTERY CHARGER, CONDITIONER, 2-BAY,UK CORD	[redacted]	[redacted]	[redacted]
RF-5853-CH232	CHARGER, DUEL BAY, AC/DC, UK CORD	[redacted]	[redacted]	[redacted]
RF-5902-CH208	BATTERY CHARGER, 8 BAY TACTICAL, ADVANCED	[redacted]	[redacted]	[redacted]
RF-5980-SA201	SPEAKER, TWO CHANNEL, CARC GREEN, T-BRACKET MTG	[redacted]	[redacted]	[redacted]
RF-7914-PS031	MANPACK BATTERY ELIMINATOR, UK CORD	[redacted]	[redacted]	[redacted]
W80-0029-010	CORD, POWER, 2.5 M LONG, 10A, INTERNATIONAL	[redacted]	[redacted]	[redacted]
W80-0034-001	CABLE ASSY, DC POWER, BANANA PLUGS TO ALLIGA	[redacted]	[redacted]	[redacted]
Z24-0037-001	PROTECTIVE CAP, SOFT VINYL, SMA	[redacted]	[redacted]	[redacted]
Total				[redacted]

Table 1 – Item 1- EDD2 - Provision of MMR equipment Drop 2

Part #	Product Short Description	Unit Price	EDD2	
			QTY	Ext Price
10075-1399	HANDSET, MODIFIED H-250	[redacted]	[redacted]	[redacted]
10513-8110-01	HAVE QUICK ROYALTY	[redacted]	[redacted]	[redacted]
10553-1300-02	KIT, FIII KDU, GREEN, NO EXT CABLE	[redacted]	[redacted]	[redacted]
12006-9000-01	FOLDABLE X-YAGI SATCOM ANTENNA	[redacted]	[redacted]	[redacted]
12043-4800-01	BATTERY BOX ASSEMBLY	[redacted]	[redacted]	[redacted]
12051-1050-01	BATTERY ADAPTER, HANDHELD, ABC CHARGER	[redacted]	[redacted]	[redacted]
12051-3050-01	BATTERY ADAPTER, DUAL, MANPACK, ABC CHARGER	[redacted]	[redacted]	[redacted]
12177-1050-01	MCMP POUCH, COYOTE	[redacted]	[redacted]	[redacted]
12193-0330-A006	CABLE ASSY, CLONING/RETRANS	[redacted]	[redacted]	[redacted]
12193-0358-B009	CABLE ASSY, POWER SUPPLY TO SPEAKER	[redacted]	[redacted]	[redacted]
12193-0420-A004	CABLE ASSY, 12 PIN TO KDU	[redacted]	[redacted]	[redacted]
12193-0480-A009	CABLE ASSY, 2 CHANNEL SPEAKER	[redacted]	[redacted]	[redacted]
12193-0600-A1	CABLE ASSY, 19-PIN TO DUAL AUDIO AND EUD/RKDU	[redacted]	[redacted]	[redacted]
12193-1040-03	MCHH MISSION FILL KIT (INTERNATIONAL)	[redacted]	[redacted]	[redacted]
12193-1591-01	HOLSTER, MCHH, BATTERY ACCESS, MULTICAM	[redacted]	[redacted]	[redacted]
12193-8940-0011	SW, FACTORY OPTION, HAVEQUICKII	[redacted]	[redacted]	[redacted]
12193-8940-0014	SW, FACTORY OPTION, SATURN	[redacted]	[redacted]	[redacted]
12193-8940-0016	SW, FACTORY OPTION, LBAND	[redacted]	[redacted]	[redacted]
12193-8940-0101	SW, FACTORY OPTION, HPW AND IW	[redacted]	[redacted]	[redacted]
12193-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL	[redacted]	[redacted]	[redacted]
12237-2730-01	ANTENNA, BLADE, VHF/UHF, 45 INCH	[redacted]	[redacted]	[redacted]
12237-2740-01	225-450 & 760-2600 MHZ DUAL BAND ANTENNA,MANPACK	[redacted]	[redacted]	[redacted]
12237-8940-0015	SW, FACTORY OPTION, SATURN	[redacted]	[redacted]	[redacted]
12237-8940-0017	SW, FACTORY OPTION, VULOS L-BAND	[redacted]	[redacted]	[redacted]
12237-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL	[redacted]	[redacted]	[redacted]
12241-1000-01	ADAPTER ASSEMBLY, DISMOUNTED GENERAL, MCHH	[redacted]	[redacted]	[redacted]
12246-0360-01	REMOTE KDU KIT, GRN	[redacted]	[redacted]	[redacted]
12500-2500-02	BATTERY PK, RECHARGEABLE, 7.0A-HR LITH ION, GRN	[redacted]	[redacted]	[redacted]

Part #	Product Short Description	Unit Price	EDD2	
			QTY	Ext Price
A30-1677-001	VARIABLE-CAPACITY PACK, CREWCAB BVS, MULTICAM	[redacted]	[redacted]	[redacted]
A30-2270-001	HEADSET X5 IN-EAR W/ MIC TAN	[redacted]	[redacted]	[redacted]
A30-2270-002	HEADSET T7 OVER-EAR W/ MIC TAN			
A30-2270-003	CABLE SPLITTER T7 W/ GSR 450MM			
A30-2270-004	CONTROL UNIT V20 2-PTT GEN 2 TAN			
A30-2270-005	CABLE ASSY COM 19-PIN TO PTT TAN 800MM			
AN/PRC-167-CD001	CPA FOR AN/PRC-167	[redacted]	[redacted]	[redacted]
BT-70791JV	BATTERY PK, RECHARGEABLE, 10.2A-HR LITH ION, TAN	[redacted]	[redacted]	[redacted]
RF-3081-AT001	ANTENNA, MUOS, ATP SATCOM	[redacted]	[redacted]	[redacted]
RF-335M-HH001UK	AN/PRC-163 20M RADIO SYSTEM, UK/MIL GPS	[redacted]	[redacted]	[redacted]
RF-345M-MP003-UK	AN/PRC-167 RADIO SYSTEM, UK/MIL GPS	[redacted]	[redacted]	[redacted]
RF-5058-CH032	BATTERY CHARGER, CONDITIONER, 2-BAY,UK CORD	[redacted]	[redacted]	[redacted]
RF-5853-CH232	CHARGER, DUEL BAY, AC/DC, UK CORD	[redacted]	[redacted]	[redacted]
RF-5902-CH238	BATTERY CHARGER, 8 BAY, ADVANCED, UK VERSION	[redacted]	[redacted]	[redacted]
RF-5980-SA201	SPEAKER, TWO CHANNEL, CARC GREEN, T-BRACKET MTG	[redacted]	[redacted]	[redacted]
RF-7800N-CD100	HMANAGER, FOUNDATION	[redacted]	[redacted]	[redacted]
RF-7914-PS031	MANPACK BATTERY ELIMINATOR, UK CORD			
Total				[redacted]

Table 1 – Item 1- EDD3 - Provision of MMR equipment Drop 3

Part #	Product Short Description	Unit Price	EDD3	
			QTY	Ext Price
10075-1399	HANDSET, MODIFIED H-250	[redacted]	[redacted]	[redacted]
10513-8110-01	HAVE QUICK ROYALTY			
10553-1300-02	KIT, FIII KDU, GREEN, NO EXT CABLE			
12006-9000-01	FOLDABLE X-YAGI SATCOM ANTENNA			
12043-4800-01	BATTERY BOX ASSEMBLY			
12051-1050-01	BATTERY ADAPTER, HANDHELD, ABC CHARGER			
12051-3050-01	BATTERY ADAPTER, DUAL, MANPACK, ABC CHARGER	[redacted]	[redacted]	[redacted]
12177-1050-01	MCMP POUCH, COYOTE	[redacted]	[redacted]	[redacted]
12193-0330-A006	CABLE ASSY, CLONING/RETRANS	[redacted]	[redacted]	[redacted]
12193-0358-B009	CABLE ASSY, POWER SUPPLY TO SPEAKER	[redacted]	[redacted]	[redacted]
12193-0420-A004	CABLE ASSY, 12 PIN TO KDU	[redacted]	[redacted]	[redacted]
12193-0480-A009	CABLE ASSY, 2 CHANNEL SPEAKER	[redacted]	[redacted]	[redacted]
12193-0600-A1	CABLE ASSY, 19-PIN TO DUAL AUDIO AND EUD/RKDU	[redacted]	[redacted]	[redacted]
12193-1040-03	MCHH MISSION FILL KIT (INTERNATIONAL)	[redacted]	[redacted]	[redacted]
12193-1591-01	HOLSTER, MCHH, BATTERY ACCESS, MULTICAM			
12193-8940-0011	SW, FACTORY OPTION, HAVEQUICKII	[redacted]	[redacted]	[redacted]
12193-8940-0014	SW, FACTORY OPTION, SATURN	[redacted]	[redacted]	[redacted]
12193-8940-0016	SW, FACTORY OPTION, LBAND	[redacted]	[redacted]	[redacted]
12193-8940-0101	SW, FACTORY OPTION, HPW AND IW	[redacted]	[redacted]	[redacted]
12193-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL	[redacted]	[redacted]	[redacted]

Part #	Product Short Description	Unit Price	EDD3	
			QTY	Ext Price
12237-2730-01	ANTENNA, BLADE, VHF/UHF, 45 INCH	[redacted]	[redacted]	[redacted]
12237-2740-01	225-450 & 760-2600 MHZ DUAL BAND ANTENNA,MANPACK	[redacted]	[redacted]	[redacted]
12237-8940-0015	SW, FACTORY OPTION, SATURN	[redacted]	[redacted]	[redacted]
12237-8940-0017	SW, FACTORY OPTION, VULOS L-BAND	[redacted]	[redacted]	[redacted]
12237-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL	[redacted]	[redacted]	[redacted]
12241-1000-01	ADAPTER ASSEMBLY, DISMOUNTED GENERAL, MCHH	[redacted]	[redacted]	[redacted]
12246-0360-01	REMOTE KDU KIT, GRN	[redacted]	[redacted]	[redacted]
12500-2500-02	BATTERY PK, RECHARGEABLE, 7.0A-HR LITH ION, GRN	[redacted]	[redacted]	[redacted]
A30-1677-001	VARIABLE-CAPACITY PACK, CREWCAB BVS, MULTICAM	[redacted]	[redacted]	[redacted]
A30-2270-001	HEADSET X5 IN-EAR W/ MIC TAN	[redacted]	[redacted]	[redacted]
A30-2270-002	HEADSET T7 OVER-EAR W/ MIC TAN			
A30-2270-003	CABLE SPLITTER T7 W/ GSR 450MM			
A30-2270-004	CONTROL UNIT V20 2-PTT GEN 2 TAN			
A30-2270-005	CABLE ASSY COM 19-PIN TO PTT TAN 800MM			
AN/PRC-167-CD001	CPA FOR AN/PRC-167	[redacted]	[redacted]	[redacted]
BT-70791JV	BATTERY PK, RECHARGEABLE, 10.2A-HR LITH ION, TAN	[redacted]	[redacted]	[redacted]
RF-3081-AT001	ANTENNA, MUOS, ATP SATCOM	[redacted]	[redacted]	[redacted]
RF-335M-HH001UK	AN/PRC-163 20M RADIO SYSTEM, UK/MIL GPS	[redacted]	[redacted]	[redacted]
RF-345M-MP003-UK	AN/PRC-167 RADIO SYSTEM, UK/MIL GPS	[redacted]	[redacted]	[redacted]
RF-5058-CH032	BATTERY CHARGER, CONDITIONER, 2-BAY,UK CORD	[redacted]	[redacted]	[redacted]
RF-5853-CH232	CHARGER, DUEL BAY, AC/DC, UK CORD	[redacted]	[redacted]	[redacted]
RF-5902-CH238	BATTERY CHARGER, 8 BAY, TACTICLE, ADVANCED, UK VERSION	[redacted]	[redacted]	[redacted]
RF-5980-SA201	SPEAKER, TWO CHANNEL, CARC GREEN, T-BRACKET MTG	[redacted]	[redacted]	[redacted]
RF-7914-PS031	MANPACK BATTERY ELIMINATOR, UK CORD	[redacted]	[redacted]	[redacted]
Total				[redacted]

Table 1 – Item 1- EDD4 - Provision of MMR equipment Drop 4

Part #	Product Short Description	Unit Price	EDD4	
			QTY	Ext Price
10075-1399	HANDSET, MODIFIED H-250	[redacted]	[redacted]	[redacted]
10513-8110-01	HAVE QUICK ROYALTY			
10553-1300-02	KIT, FIII KDU, GREEN, NO EXT CABLE			
12006-9000-01	FOLDABLE X-YAGI SATCOM ANTENNA			
12043-4800-01	BATTERY BOX ASSEMBLY			
12051-1050-01	BATTERY ADAPTER, HANDHELD, ABC CHARGER	[redacted]	[redacted]	[redacted]
12051-3050-01	BATTERY ADAPTER, DUAL, MANPACK, ABC CHARGER	[redacted]	[redacted]	[redacted]
12177-1050-01	MCMP POUCH, COYOTE	[redacted]	[redacted]	[redacted]
12193-0330-A006	CABLE ASSY, CLONING/RETRANS			
12193-0358-B009	CABLE ASSY, POWER SUPPLY TO SPEAKER			
12193-0420-A004	CABLE ASSY, 12 PIN TO KDU			
12193-0480-A009	CABLE ASSY, 2 CHANNEL SPEAKER			
12193-0600-A1	CABLE ASSY, 19-PIN TO DUAL AUDIO AND EUD/RKDU	[redacted]	[redacted]	[redacted]
12193-1040-03	MCHH MISSION FILL KIT (INTERNATIONAL)	[redacted]	[redacted]	[redacted]

Part #	Product Short Description	Unit Price	EDD4	
			QTY	Ext Price
12193-1591-01	HOLSTER, MCHH, BATTERY ACCESS, MULTICAM	[redacted]	[redacted]	[redacted]
12193-8940-0011	SW, FACTORY OPTION, HAVEQUICKII	[redacted]	[redacted]	[redacted]
12193-8940-0014	SW, FACTORY OPTION, SATURN			
12193-8940-0016	SW, FACTORY OPTION, LBAND			
12193-8940-0101	SW, FACTORY OPTION, HPW AND IW			
12193-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL	[redacted]	[redacted]	[redacted]
12237-2730-01	ANTENNA, BLADE, VHF/UHF, 45 INCH	[redacted]	[redacted]	[redacted]
12237-2740-01	225-450 & 760-2600 MHZ DUAL BAND ANTENNA,MANPACK	[redacted]	[redacted]	[redacted]
12237-8940-0015	SW, FACTORY OPTION, SATURN	[redacted]	[redacted]	[redacted]
12237-8940-0017	SW, FACTORY OPTION, VULOS L-BAND			
12237-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL	[redacted]	[redacted]	[redacted]
12241-1000-01	ADAPTER ASSEMBLY, DISMOUNTED GENERAL, MCHH	[redacted]	[redacted]	[redacted]
12246-0360-01	REMOTE KDU KIT, GRN	[redacted]	[redacted]	[redacted]
12500-2500-02	BATTERY PK, RECHARGEABLE, 7.0A-HR LITH ION, GRN	[redacted]	[redacted]	[redacted]
A30-1677-001	VARIABLE-CAPACITY PACK, CREWCAB BVS, MULTICAM	[redacted]	[redacted]	[redacted]
A30-2270-001	HEADSET X5 IN-EAR W/ MIC TAN	[redacted]	[redacted]	[redacted]
A30-2270-002	HEADSET T7 OVER-EAR W/ MIC TAN	[redacted]	[redacted]	[redacted]
A30-2270-003	CABLE SPLITTER T7 W/ GSR 450MM	[redacted]	[redacted]	[redacted]
A30-2270-004	CONTROL UNIT V20 2-PTT GEN 2 TAN			
A30-2270-005	CABLE ASSY COM 19-PIN TO PTT TAN 800MM	[redacted]	[redacted]	[redacted]
AN/PRC-167-CD001	CPA FOR AN/PRC-167	[redacted]	[redacted]	[redacted]
BT-70791JV	BATTERY PK, RECHARGEABLE, 10.2A-HR LITH ION, TAN	[redacted]	[redacted]	[redacted]
RF-3081-AT001	ANTENNA, MUOS, ATP SATCOM	[redacted]	[redacted]	[redacted]
RF-335M-HH001UK	AN/PRC-163 20M RADIO SYSTEM, UK/MIL GPS	[redacted]	[redacted]	[redacted]
RF-345M-MP003-UK	AN/PRC-167 RADIO SYSTEM, UK/MIL GPS	[redacted]	[redacted]	[redacted]
RF-5058-CH032	BATTERY CHARGER, CONDITIONER, 2-BAY,UK CORD	[redacted]	[redacted]	[redacted]
RF-5853-CH232	CHARGER, DUEL BAY, AC/DC, UK CORD	[redacted]	[redacted]	[redacted]
RF-5902-CH238	BATTERY CHARGER, 8 BAY, TACTICLE, ADVANCED, UK VERSION	[redacted]	[redacted]	[redacted]
RF-5980-SA201	SPEAKER, TWO CHANNEL, CARC GREEN, T-BRACKET MTG	[redacted]	[redacted]	[redacted]
RF-7914-PS031	MANPACK BATTERY ELIMINATOR, UK CORD	[redacted]	[redacted]	[redacted]
Total				[redacted]

Schedule 2 - Part B

Statement of Requirement

Purpose

1. This Statement of Requirement (SOR) sets out the Contractor Deliverables support of the Multi-Mode Radio (MMR) project.

Document Structure

2. The requirements are split out into tables, each table focusing on different delivery aspects of the project:

- Table 4 – Project Management Requirements;
- Table 5 – Safety and Environmental Requirements;
- Table 6 – Training Requirements;
- Table 7 – Logistics Requirements;
- Table 8 – Test and Evaluation Requirements;
- Table 9 – Security Requirements;
- Table 10 – Equipment Requirements;
- Table 11 - Contract Options

3. The following supporting Product Descriptions can be found in the Annexes attached to this Schedule 2 (*Schedule of Requirements*):

- Annex A - Level 1 Delivery Timeline
- Annex B – Project Management Plan,:
    - Appendix 1 – Statement of Work;
- Annex C – Monthly Performance Report, with the following Appendices:
    - Appendix 1 – Project Status Report.
- Annex D – Training Management Plan;
- Annex E – Integrated Support Plan, with the following Appendices:
    - Appendix 1 – Reliability and Maintainability Plan;
    - Appendix 2 – Level of Repair Analysis Report;
    - Appendix 3 – Failure Modes Effects and Critical Report;
    - Appendix 4 – Technical Document Management Plan;
    - Appendix 5 – Packaging, Handling, Storage and transportation Plan;
    - Appendix 6 – Software Support Plan.
- Annex F – Security Aspects of Design Document.
- Annex G - Equipment Deliveries and Quantities
- Annex H – Contract Options 1 and 2 - Additional MMR System Quantities

System Scope

4. The MMR System (the System) includes the following components:

a. **Handheld radio**[1]. Comprising of:

(1) Radio assembly;

[1] The Pouch for the handheld radio will be provided by DE&S VIRTUS delivery team

(2) Battery;

(3) Antennas to enable all modes of operation;

(4) Headsets with microphone;

(5) Handset with microphone;

(6) GSR microphone

(7) Dual pressel;

(8) Spare battery;

(9) Remote key display unit, complete with cable and carrying solution

(10) Pouch

b. **Handheld ancillary equipment**. Comprising of:

(1) Additional batteries to extend use of the radio for up to 72 hours;

(2) 2 way RF-5853-CH232 battery charger; (with UK mains leads, and croc clips);

(3) Clone cable.

c. **Manpack radio**[2]. Comprising of:

(1) Radio assembly;

(2) Battery;

(3) Antennas to enable all modes of operation;

(4) Headsets with microphone;

(5) Handset with microphone;

(6) GSR microphone

(7) Dual pressel;

(8) Spare battery;

(9) Remote key display unit, complete with 2m cable and carrying solution.

(10) Bergen

d. **Manpack ancillary equipment**. Comprising of:

(1) Additional batteries to extend use of the radio for up to 72 hours;

(2) Manpack 2-way RF-5058-CH032 battery charger; (with UK mains leads and croc clips);

(3) Handheld and Manpack Multi-way RF-5902-CH238 battery charger; ; (with UK mains leads and croc clips);

(4) Clone cable.

(5) HQ deployed equipment, comprising of:

(a) Desktop speaker;

(b) Battery eliminator;

(c) High gain TacSAT antenna HQ - High gain Tactical Satellite Antenna (TacSAT) for Manpack radio; Including 2 x 12.5 FT, N Male to N Female coaxial cables;

e. **Mission Planning Software**. Comprising of:

(1) Local mission planning application used when connecting the radio to a laptop via the PC programming cable.

[2] The daysack from Manpack radios will be provided by DE&S VIRTUS delivery team

Delivery Plan

5. The plan is to deliver the MMR Products, Systems and Services (PSS) in 4 overlapping phases in support of three capability milestones referred to as Initial Operating Capability (IOC) and Full Operating Capability. 1 and 2 (FOC1 & FOC2).

6. Refer to Annex A for a Level 1 plan that maps the 4 phases against an indicative timeline.

7. **Phase 1**. Starting from Contract Award the focus is to deliver the Project Management, Training, Logistics, Security and Safety & Environmental requirements.

8. Phase 1 concludes when the following project outcomes have been achieved:

   a. Project plans in place;

   b. The MMR System is logistically supported;

   c. Authority test and trial teams trained in order to conduct MMR System acceptance activities;

   d. The Training Solution is in place with Defence Colleges ready to train the MMR System;

   e. The MMR Safety and Environmental Case is approved;

   f. System accreditation for MMR has been granted.

9. **Phase 2**. Starting from the manufacture of the first batch of equipment (Equipment Delivery Date 1 – EDD1), the emphasis for Phase 2 is to:

   a. Provide independent assurance that the MMR System delivered in EDD1 meets the system requirements on completion of which Initial System Acceptance is declared;

   b. Provide assurance that the MMR System meets the user requirements needed to declare User Acceptance.

10. On successful completion of test and acceptance activities, EDD2 equipment is fielded to the Defence Colleges.

11. Phase 2 ends when the following project outcomes have been achieved:

   a. System Acceptance declared with system tests and technical field trials confirming that the System meets the system requirements;

   b. User Acceptance declared with operational field trials confirming that the System meets the user requirements;

   c. Defence Colleges receive the MMR equipment in order to train.

12. **Initial Operating Capability**. The declaration of IOC can be considered when Phases 1 & 2 have been completed.

13. **Phase 3**. Starting from the manufacture of the second batch of equipment (EDD2), the focus is field the MMR System to the Army formations supporting Op CABRIT.

14. Phase 3 ends when the following project outcomes have been achieved:

   a. Train the formations supporting Op CABRIT;

   b. Field equipment to the formations supporting Op CABRIT.

15. **Full Operating Capability 1**. The declaration of FOC1 can be considered when Phase 3 has been completed.

16. **Phase 4**. The focus of the final phase is to field the remaining of the MMR equipment and train up the users accordingly whilst ensuring the whole fleet of MMR radios are brought up to the latest firmware version. Equipment delivery for Phase 4 will be split into two batches (EDD3 and EDD4).

17. **Full Operating Capability 2**. The declaration of FOC2 can be considered when:

   a. All equipment has been delivered (EDD4);

b. All radio equipment has been uplifted to the latest firmware build;

c. Final System Acceptance declared with system tests and technical field trials confirming that the System meets the system requirements;

d. User Acceptance declared with operational field trials confirming that the System meets the user requirements;

e. Steady state training in place.

Table 4 - Project Management Requirements

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Acceptance**
1	Project Planning	RQT-101 The Contractor shall provide a Baseline Project Schedule	The Baseline Project Schedule shall be presented as a Level 3 Schedule and shall include the following: - Key Dates across the contract term that relate to all programmed Contractor Deliverables; - Dependencies between all programmed Contractor Deliverables. The Project Schedule shall align with Work Breakdown Structure (WBS), Basis of Estimation (BOE) and statements of work stated in Project Management Plan (PMP).	Microsoft Project	10 (ten) Working Days prior to Project Initiation Meeting (PIM)	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)
2	Project Management	RQT-102 The Contractor shall provide a Project Management Plan (PMP)	In accordance with the minimum acceptance criteria detailed within the PMP	Microsoft Word	10 (ten) Working Days prior to Project Initialisation Meeting	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)
3	Performance Reporting	RQT-103 The Contractor shall deliver the Monthly Performance Report (MPR)	In accordance with the minimum acceptance criteria detailed within the MPR Product Description at Annex B	Microsoft Word	5 (five) Working Days prior to the Monthly Performance Meeting. Until delivery and acceptance of all SoR serials	Monthly	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)
4	Quality Management	RQT-104 The Contractor shall provide a Quality Management Plan (QMP)	The QMP shall define and document the quality management system for the Contract and shall be in accordance with the minimum acceptance criteria detailed in the NATO Requirements for Quality Plans, Allied Quality Assurance Publication 2015 (AQAP 2015).	Microsoft Word	No later than 2 (two) months from Contract Award	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Acceptance**
			As a minimum , the QMP shall demonstrate compliance with the following NATO and Defence standards: - Def Stan 05-061 Part 1: Concessions; - AQAP 2110: NATO Software Quality Assurance Requirements; - AQAP 2131: NATO Quality Assurance Requirements for Final Inspection and Test. The QMP shall demonstrate traceability and design provenance through the supply chain.				
5	Exit Plan	RQT-105 The Contractor shall provide manage and maintain an Exit Plan	In accordance with the minimum acceptance criteria detailed within the Exit Plan Product Description at Schedule 15 of the Contract	Microsoft Word	10 (ten) Working Days prior to Project Initialisation Meeting	Upon Initiation of Exit Plan	In accordance with Part 1 of Schedule 4 (Acceptance Procedure). Updates to the Exit Plan shall be accepted in accordance with Part 1 of Schedule 4 (Acceptance Procedure)

Table 5 – Safety and Environmental Requirements

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Acceptance**
1	Safety and Environmental Management Plan	RQT-301 The Contractor shall provide a Safety and Environmental Management Plan (SEMP) for the MMR Products Services and Systems (PSS).	The SEMP shall describe how the Safety and Environmental deliverables will be created, managed and maintained and comply with the provisions of the following Defence Standards: - Def Stan 00-056 Pt1, Sect 2; - Def Stan 00-056 Pt2, Appendix 7 to Annex C; - Def Stan 00-55 Pt1, Appendix 2 to Annex D; - Def Stan 00-051 Pt1, Sect 3; - Def Stan 00-051 Pt2, Appendix B1 to Annex B.	Microsoft Word On Authority acceptance of the document the SEMP shall be delivered in Adobe PDF	10 (ten) working days prior to Project Initialisation Meeting	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

2	Safety Assurance Statement	RQT 303 The Contractor shall deliver a safety assurance statement in support of System Acceptance activities	The safety assurance statement shall state all Warnings and Cautions for the MMR System, encompassing at a minimum: - electric shock hazard; - manual handling hazard; - trip / slip / fall / puncture hazard; - RF radiation hazard; - battery hazard; - hazardous waste; - acoustic radiation hazard; - hygiene hazard; - equipment damage; - protective equipment to be used; - known hazards of improper use.	Microsoft Word	Delivered 1 (one) month before EDD1	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)
3	Safety and Environmental Case	RQT-304 The Contractor shall produce and manage the Safety and Environmental Case (SEC); and RQT-304 Provide a Safety and Environmental Case Report (SECR) for the MMR PSS.	The SEC and SECR shall demonstrate that the System is safe, the negative environmental impact is eliminated or minimised as far as is reasonably practicable and shall comply with the provisions of the following Defence Standards: - Def Stan 00-056 Pt1 Sect 3; - Def Stan 00-051 Pt1 Sect 6; - Def Stan 00-055 Pt1 Sect 10. The SECR shall: - Identify hazards and assess their severity and likelihood; - Identify health and safety risks and assess their severity and likelihood; - Develop and implement controls and mitigations so that health and safety risks are at least Tolerable and As Low As Reasonably Practicable (ALARP). The SECR format and content shall comply with the provisions of the following Defence Standards: - Def Stan 00-056 Pt2 Appendix 5 to Annex C; - Def Stan 00-051 Appendix B5 to Annex B; - Def Stan 00-055 Pt1 Sect 10.	Microsoft Word On Authority acceptance of the document the SECR shall be delivered in Adobe PDF	No later than 10 (ten) months after Contract Award	SEC and SECR shall be maintained throughout the Contract Duration	In accordance with Part 1 of Schedule 4 (Acceptance Procedure) Updates to the SEC and SECR shall be Accepted in accordance with Part 1 of Schedule 4 (Acceptance Procedure)

Table 6 - Training Requirements

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Acceptance**
1	Planning	RQT-401 The Contractor shall provide a Training Management Plan (TMP).	The TMP shall describe how the Training Deliverables will be created, managed and maintained and shall be in accordance with the minimum acceptance criteria detailed within the TMP Product Description at Annex D.	Microsoft Word	10 (ten) Working Days prior to Project Initialisation Meeting	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)
2	Information Management	RQT-402 The Contractor shall input the training deliverables onto the Authority's Learning Management Systems (LMS) / training systems.	TNA Stage 2 documents to be inputted onto the following LMS/Training system: - Training Administration and Financial Management Information System (TAFMIS). Training Design Documentation to be inputted onto the following LMS/training systems: - TAFMIS; - Defence Learning Environment (DLE)[3]; - Battlegroup Command and Control Trainer (BC2T); - ARTD Classroom Information Infrastructure (ACII). Training Solution to be inputted onto the following LMS/training systems: - DLE; - BC2T; - ACII.	NA	Aligned to dates of Authority's acceptance of the following: - TNA Stage 2 Report; - Training Design Documentation; - Training Solution; - Pilot Report; - Evaluation Report.	NA	NA

[3] Or successor, as it is anticipated that during the life of the Contract the DLE will transition to become part of the Defence Learning Management Capability (DLMC)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Acceptance**
3	Training Needs Analysis Stage 2	RQT-403 The Contractor shall conduct a Stage 2 Training Needs Analysis (TNA); and RQT-404 Deliver a TNA Stage 2 Report.	TNA Stage 2 Report shall be delivered in accordance with JSP 822 Pt 2, Ch 1, Sect 1.2 and include: - Role Analysis; - Training Gap Analysis; - Draft Training Objectives; - Training Options Analysis, including Cost Benefit Analysis; - Training Needs Report. The scope of the Stage 2 TNA activity is bound by Stage 1 TNA Scoping Exercise Report. Recommendations in the TNA Stage 2 Report will demonstrate that it has considered and is aligned to the MORPHEUS Training Strategy.	Microsoft Word	No later than 6 (six) months from Contract Award		In accordance with Part 1 of Schedule 4 (Acceptance Procedure)
4	Training Design Documentation	RQT-405 The Contractor shall provide Training Design Documentation (TDD) for MMR Conversion and Trade Training.	TDD shall be delivered in accordance with JSP 822 Pt 2, Ch 1, Sect 1.3. The Training Design Documentation shall align to the recommendations from the Stage 2 TNA Report and as a minimum include: - Individual Training Objectives (TOs); - Formal Training Statement (FTS); - Enabling Objectives (EOs) and Key Learning Points (KLPs); - Assessment Strategy (AStrat); - Assessment Specification (ASpec); - Selection of Methods and Media; - Learning Scalar; - Learning Specification (LSpec). The format and content of the FTS, ASpec & LSpec shall align to the templates held in Annexes A to C in JSP 822, Ch 1, Sect 1.3.	Microsoft Word	No later than 11 (eleven) months from Contract Award	Updated in accordance with approved actions taken from the: - Pilot Training Report(s) - Internal Validation Report(s) Updated in accordance with any changes to functionality introduced through firmware upgrades of	In accordance with Part 1 of Schedule 4 (Acceptance Procedure) Updates to the Training Design Documentation shall be Accepted in accordance with Part 1 of Schedule 4 (Acceptance Procedure)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Acceptance**
			The Training Design Documentation shall be compliant with the Defence Learning Environment (DLE) Quality Assurance Rubric standard of 'Effective' (as a minimum) or above.			the radio equipment	
5	Training Solution	RQT-406 The Contractor shall provide the Training Solution for MMR Conversion, Trade and Continuation Training.	The Training Solution shall be developed in accordance with JSP 822 Pt 2, Ch 1, Sect 1.3. The Training Solution shall align to the recommendations from the Stage 2 TNA Report and shall be compliant with: - The DLE Quality Assurance Rubric standard of 'Effective' (as a minimum) or above - DLE Style Guide; - Def Stan 00-251 Pt3; - LE TacCIS Defence Lead TDA E-Learning Interactivity Levels; For a Training Solution that requires emulation and/or simulation the Contractor shall ensure that it can be hosted on the Authority's chosen Learning Management Systems and shall be compliant with: - JSP 939; - Defence Modelling and Simulation Coherence Modelling and Simulation Standards Profile; - Training and Education Architecture (Land) Architectural approach for delivering all (Individual and Collective) training and education.	IAW serial 3	No later than 11 (eleven) months from Contract Award	Updated in accordance with approved actions taken from the: - Pilot Training Report(s) - Internal Validation Report(s) Updated in accordance with any changes to functionality introduced through firmware upgrades of the radio equipment	In accordance with Part 1 of Schedule 4 (Acceptance Procedure) Updates to the Training Solution shall be Accepted in accordance with Part 1 of Schedule 4 (Acceptance Procedure)
6	Piloting of the Training Solution	RQT-407 The Contractor shall Pilot the MMR Conversion	The piloting of the Training Solution shall be conducted in accordance with JSP 822 Pt 2, Ch 1, Sect 1.4.	Microsoft Word	1 (one) month after the Authority's acceptance of the Training Solution	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Acceptance**
		Training Solution; and RQT-408 Provide a post Pilot Training Report.	As a minimum the Training Solution shall be piloted once for each Role identified in TNA Stage 2 Report (Role Analysis activity). Each pilot course shall be delivered to a maximum of 12 (twelve) students. The Pilot Training Report shall provide recommendations on the appropriateness of the Training Solution, demonstrating that it has gathered user feedback using a variety of data collection methods.				
7	Delivery of Training Solution	RQT-409 The Contractor shall deliver the MMR Conversion Training Solution	The delivery of the Training Solution shall be conducted in accordance with JSP 822 Pt 2, Ch 1, Sect 1.4. Delivery of the MMR Conversation Training Solution.	NA	No later than 14 (fourteen) months from Contract Award	NA	NA
8	Evaluation of Training Solution	RQT-410 The Contractor shall provide internal validation of the delivery of the MMR Conversion Training Solution; and RQT-411 Deliver an Internal Validation Report.	The internal validation of the delivery of the Training Solution shall be conducted in accordance with JSP 822 Pt 2, Ch 1, Sect 1.5 The internal validation shall audit and inspect the Training Solution and as a minimum shall: - Measuring the immediate reaction of the trainee. - Measuring the learning transfer achieved by the training activity. The Internal Validation Report shall provide recommendations on the appropriateness of the delivery of the training and the Training Solution, demonstrating that it has gathered user feedback using a variety of data collection methods.	Microsoft Word for Internal Validation Report	No later than 16 (sixteen) months from Contract Award	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Acceptance**
9	Deliver Training Course to Test & Trials Team	RQT-412 The Contractor shall deliver a standalone training course.	2 (two) training courses delivered with a maximum of 10 (ten) students on each training course. The training course shall be delivered to Authority test and trials team members such that they are capable of preparing, operating, maintaining, reconfiguring and shutting down the System in support of their test and acceptance activities. 1 (one) hard copy of Training Material provided to each Student at the start of the training course 1 (one) soft copy of Training Material provided to the Authority at the end of the training course	Microsoft Office and /or Adobe PDF for training material	2 (two) training courses delivered 1 (one) month after EDD1		NA

Table 7 – Logistics Requirements

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
1	Supply of Information for NATO Codification	RQT-501 The Contractor shall apply for NATO Codification to the UK National Codification Bureau (UKNCB); and RQT-502 on provision of NATO Stock Numbers (NSNs) provide a Master Parts List Report; and RQT-503 Provide a DEFFORM 82A to the Authority	The scope of NATO Codification information supplied shall include all items identified in the Mater Parts List Report and shall include: - An overarching NSN that encompasses the Handheld MMR System as defined in para 2.a and all reusable packaging required to store it; - An overarching NSN that encompasses the Manpack MMR System as defined in para 2.c and all reusable packaging required to store it. Information for NATO Codification to be supplied The Master Parts List Report shall be provided in the template format defined by the Authority (provided within the ITN data pack) and shall include: - All Items of Supply that make up the MMR System as defined in para 2; - All Items of Supply that make up in-service spares; - All reusable packaging; - Any specialist tools and test equipment.	Microsoft Excel for Master Parts List Report Microsoft Word for DEFFORM 82A	No later than 3 (three) months from Contract Award	The Master Parts List Report shall be updated within 1 (one) month of acceptance of the Packaging, Handling, Transportation and Storage Plan. The DEFFORM 82A shall be reviewed and updated within 1 (one) month of acceptance of the LORA and or FECMA Reports.	In accordance with Part 1 of Schedule 4 (Acceptance Procedure) Updates to the Master Parts List Report and /or the DEFFORM 82A shall be accepted in accordance with Part 1 of Schedule 4 (Acceptance Procedure)
2	Integrated Logistical Support (ILS) - Integrated Support Plan	RQT-504 The Contractor shall provide an Integrated	The ISP shall define the ILS programme of work to be delivered by the Contractor demonstrating that it has considered and is aligned to the MMR SRD, MMR ILS Plan, MMR Use Study and MMR Concept of Employment (CONEMP).	Microsoft Word	No later than 6 (six) months from Contract Award	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
		Support Plan (ISP)	The ISP shall be delivered in accordance with Def Stan 00-600 Pt1 and meet the minimum acceptance criteria as stated in ISP Product Description at Annex E. Annexes of the ISP shall include the following Element Plans: RQT-505 - Reliability and Maintainability Plan in accordance with advice and guidance given in Def Stan 00-040 Pt 1 and the DLF and meet the minimum acceptance criteria as stated in the Product Description at Appendix 1 to Annex E; RQT-506 - Reliability and Maintainability Case in accordance with advice and guidance given in the Def Stan 00-042 Pt3 and the DLF; RQT-507 - Reliability and Maintainability Case Report in accordance with advice and guidance given in the DLF and in Def Stan 00-042 Pt3, with the content of the Report aligning to Annex B of the same Def Stan; RQT-508 - Level of Repair Analysis Report in accordance with the minimum acceptance criteria stated in Product Description at Appendix 2 to Annex E; RQT-509				

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
			- Failure Modes Effects and Critical Analysis (FMECA) Report in accordance with the minimum acceptance criteria stated in Product Description at Appendix 3 to Annex E; RQT-510 - Technical Documentation Management Plan in accordance with the minimum acceptance criteria stated in Product Description at Appendix 4 to Annex E; RQT-511 - Packaging, Handling, Storage and Transportation (PHS&T) Plan in accordance with the requirements of advice and guidance given in the DLF and Clause 56 (Packaging (for Articles other than Munitions) in the Terms and Conditions and meet the minimum acceptance criteria stated in Product Description at Appendix 5 to Annex E; RQT-512 - Software Support Plan in accordance with the minimum acceptance criteria stated in Product Description at Appendix 6 to Annex E.				
3	Technical Documents	RQT-513 The Contractor shall provide Technical Documentation	The Technical Documentation shall provide the information necessary to operate, service, repair and support the MMR PSS throughout its life. It shall be developed and delivered in accordance with the Authority accepted Technical Documentation Management Plan and align to all relevant Contract Deliverables. The Technical Documentation shall:	Microsoft Word and Adobe PDF	No later than 8 (eight) months from Contract Award	The Technical Documents shall be maintained throughout the Contract Duration	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
			- Comply with Defence Standard 00-601 Part 4; - Comply with Army Equipment Support Publication (AESP) 0100-P005-010 and contain the following AESP categories: - 101, 201, 202, 211, 212, 301,411 (if applicable), 421, 511, 521, 531 (if applicable), 541 (if applicable), 601, 711, 741 and 811 (if applicable). The Manpack System and the Handheld System shall have a separate AESP series.				
4	Transition onto the BATCIS Logistics Support Contract	RQT-514 The Contractor shall respond to requests for information, guidance and support to enable the transition of MMR through life support onto the BATCIS Logistics Support Contract	Provision of up to 60 days onsite (UK Mainland) support to enable the transition of MMR through life support onto the BATCIS Logistics Support Contract.	NA	IAW Ad-hoc tasking process	NA	In accordance with Schedule 21 (Options)

Table 8 - Test and Evaluation Requirements

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
1	Electromagnetic Environmental Effects (E3) Support	RQT-601 The Contractor shall support for Authority owned E3 activities	Provision of 30 days onsite (UK Mainland) support from an E3 subject matter expert to respond to requests for information, guidance and support for the following Authority owned activities: - Spectrum Supportability; - Electromagnetic Compatibility; - Radio Hazard Testing; - TEMPEST Certification.	NA	In accordance with Schedule 21 (Options)	NA	In accordance with Schedule 21 (Options)
2	Test and Evaluation (T&E) Support	RQT-602 The Contractor shall support for Authority owned T&E activities	Provision of 35 days onsite (UK Mainland) support from a technical subject matter expert to provide for information, guidance and support for the following Authority owned activities: - Test; - Technical Field Trials; - Operational Field Trials.	NA	In accordance with Schedule 21 (Options)	NA	In accordance with Schedule 21 (Options)

Table 9 – Security Requirements

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
1	Security - Crypto Fill Devices	RQT-701 The Contractor shall provide Cryptographic Fill Interface Control Documents (ICDs)	Cryptographic Fill ICDs shall provide detail such that the Authority is able to produce (i.e. understand the underlying format of any key material used by the equipment) and manipulate cryptographic key material (i.e. understand any encryption and any tagging/metadata that needs to be added to that underlying key prior to loading to the equipment) and successfully fill the equipment in all modes of operation independent of specific features of non-UK equipment. The Cryptographic Fill ICDs shall include, but is not limited to: - Physical and higher-level protocol specifications; - Key variable (crypto) fill specification / formats; - Key specifications / formats; - All equipment variants, and operating modes thereof, that are provided as part of the solution .	Microsoft Word or Adobe PDF	No later than 3 (three) months from Contract Award	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
2	System Security Accreditation	RQT-702 The Contractor shall provide Security Aspects of Design Document (SADD)	The SADD shall address the technical security risks listed in the MMR Technical Risk Assessment and provide assurance that the System meets the security requirements in the MMR SRD. The SADD shall: - Be delivered in accordance with the Product Description at Annex F and follow guidance set out in JSP 604 Pt1 Vol 3. - Demonstrate that it has considered and is aligned to the guidelines stated in Technical Information Note: Information Assurance & Cyber Security Architecture Principles and the BATCIS Secure Development Policy	Microsoft Word	10 (ten) Working Days prior to Project Initialisation Meeting	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

Table 10 - Equipment Requirements

Depending upon the level of discrepancies found during First Article Inspection (FAI), further FAIs may be conducted on other EDDs until the Authority has gained sufficient confidence that FAIs are no longer required.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
1	MMR Space model - Computer Aided Design (CAD) Software Files	RQT-801 The Contractor shall supply CAD software files of the radios	The CAD software files shall enable the Authority to print a 3D space model of the Handheld & Manpack radio with its battery fitted and the Remote Key Display Unit used by the Manpack radio. The CAD software files shall: - allow 1:1 scaling to be 3D printed in sufficiently high resolution to represent the radio and its associated user interface; - enable a hollow model to be printed with a wall thickness appropriate for the construction of the model; - be free of ITAR; - be less than 100 MB file size.	STL file format	10 (ten) working days prior to Project Initialisation Meeting	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
2	MMR 3D Space model	RQT-802 The Contractor shall supply 3D printed space models of the following radio types: - Qty [redacted] Handheld radio; - Qty [redacted] Manpack radio; - Qty [redacted] Remote KDU for the Manpack radio.	The space models shall: - Be scaled at 1:1 of the original radios; - Be printed in sufficiently high resolution to represent the radio and its associated user interface; - Be free of ITAR; - Represent the Handheld & Manpack radio with its battery fitted and the Remote Key Display Unit used by the Manpack radio; - Be of a representative colour of the original radios.	NA	10 (ten) Working Days prior to Project Initialisation Meeting	NA	In accordance with Acceptance Criteria
3	Equipment - Interface specifications	RQT-803 The Contractor shall provide Equipment ICDs for all external ports on the Handheld and Manpack radios	The Equipment ICDs shall provide detail such that the Authority is able to manufacture cables and integrate the MMR System to Authority owned systems. The Equipment ICDs shall include details on: - All external ports; - Physical elements of the connectors; - Input and output signals; - Physical and higher-level protocol specifications.	Microsoft Word or Adobe PDF	10 (ten) Working Days prior to Project Initialisation Meeting	NA	In accordance with Part 1 of Schedule 4 (Acceptance Procedure)
4	MMR Equipment Delivery 1	RQT-804 The Contractor shall supply the MMR Systems listed in Annex F for Equipment Delivery Date 1 (EDD1)	The System shall meet the Measure of Performance levels stated in the SRD[4]. The System shall be delivered to UKDPO Virginia.	NA	No later than 6 (six) months from Contract Award	NA	First Article Inspection to be carried out at Contractor's

[4] Part 3 of Schedule 4 (Acceptance Procedure) details the System Test and Acceptance Activity to confirm the System meets the Measure of Performance levels stated in the SRD.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
			Certificates of Conformity for all Items of Supply shall be provided in accordance with Clause 65 of Terms and Conditions. The First Article Inspection shall confirm: - All items of Supply are codified and align with the Master Parts List Report; - Ranging and scaling align with the Master Parts List Report; - Packaging and labelling requirements have been met in accordance with the PHS&T Plan.				premises no later than sixty (60) days prior to delivery to DPO Virginia and in accordance with Part 2 of Schedule 4 (Acceptance Procedure) System Acceptance to be carried out in accordance with Part 3 of Schedule 4 (Acceptance Procedure).
5	MMR Initial Spares Delivery	RQT-805 The Contractor shall supply an Initial Spares Package	The Initial Spares Package shall ensure that the operational efficiency of the System is not impaired should a functional failure occur as the System is brought into service. The Initial Spares Package shall be delivered to UKDPO Virginia. The Initial Spares Package shall: - Be supported by the recommendations of the FMECA Report;	NA	No later than 6 (six) months from Contract Award	NA	First Article Inspection to be carried out at Contractor's premises no later than sixty (60) days prior to delivery to UKDPO Virginia and in accordance

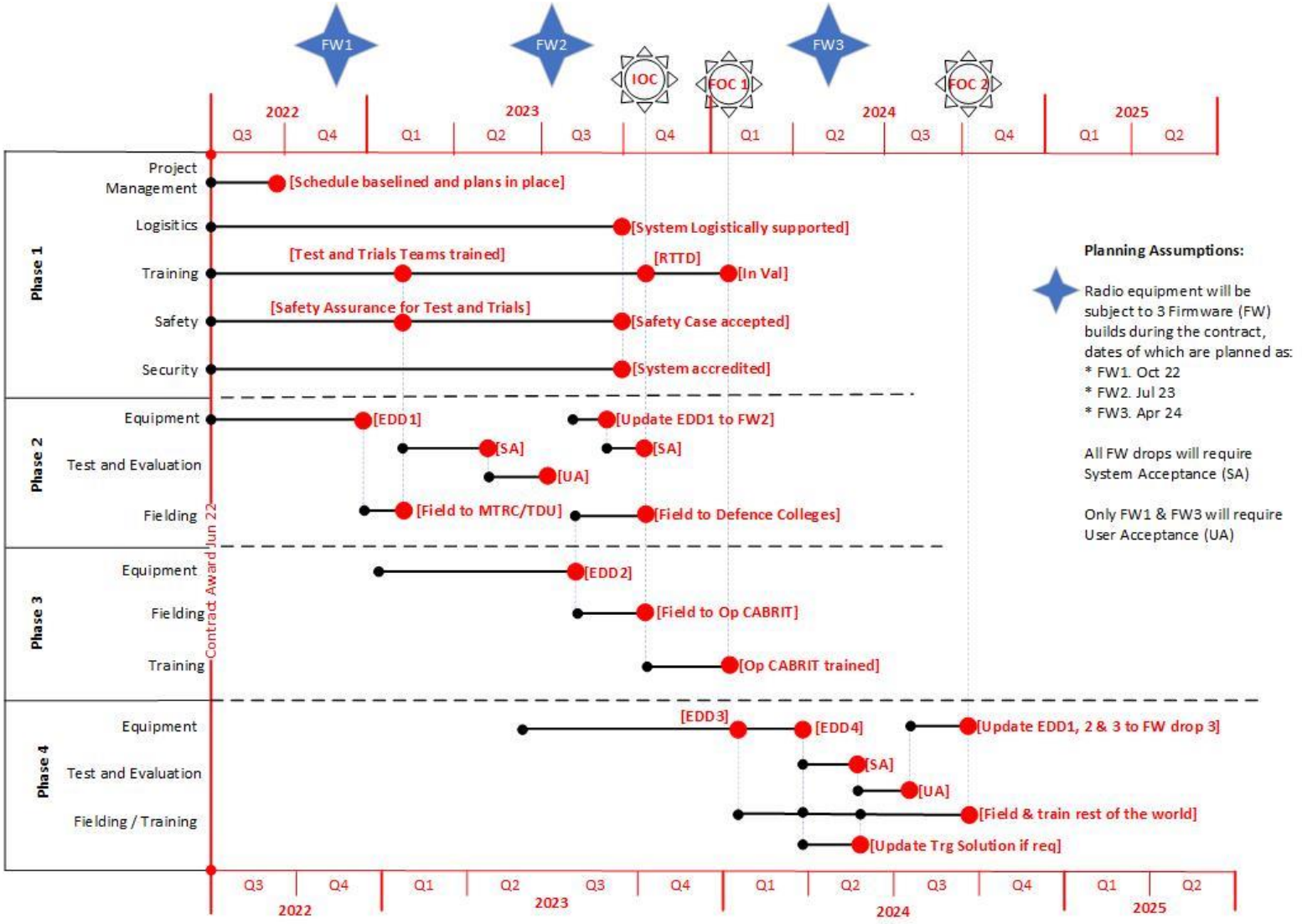
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
			- Align to the Master Parts List Report; - Meet the Acceptance Criteria stated in EDD1.				with Part 2 of Schedule 4 (Acceptance Procedure)
6	MMR Equipment Delivery 2	RQT-806 The Contractor shall supply the MMR Systems listed in Annex F for Equipment Delivery Date 2 (EDD2)	Meet the Acceptance Criteria stated in EDD1.	NA	No later than 12 (twelve) months from Contract Award	NA	NA
7	MMR Equipment Delivery 3	RQT-807 The Contractor shall supply the MMR Systems listed in Annex F for Equipment Delivery Date 3 (EDD3)	Meet the Acceptance Criteria stated in EDD1. Equipment Delivery 3 will be delivered to UKDPO Virginia.	NA	No later than 18 (eighteen) months from Contract Award	NA	NA
8	MMR Equipment Delivery 4	RQT-808 The Contractor shall supply the MMR Systems listed in Annex F for Equipment Delivery Date 4 (EDD4)	Meet the Acceptance Criteria stated in EDD1. Equipment Delivery 4 will be delivered to UKDPO Virginia.	NA	No later than 21 (twenty-one) months from Contract Award	NA	NA

Table 11 - Contract Options 1 to 27

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
1	Option 1 – Additional MMR Systems	RQT-901 The Contractor shall supply the MMR Systems listed in Annex H	Meet the Delivery and Acceptance Criteria stated in EDD1.	NA	In accordance with the Contract	NA	NA

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Serial	**Task**	**Description**	**Acceptance Criteria**	**Output Format**	**Date**	**Refresh Required**	**Assurance and Acceptance**
2	Option 2 – Additional MMR Systems	RQT-902 The Contractor shall supply up to a quantity 5500 MMR Radio Systems The Contractor shall supply ancillary equipment that is commensurate with the quantity of additional Radio Systems	Meet the Delivery and Acceptance Criteria stated in EDD1.	NA	In accordance with the Contract	NA	NA
3	Options 3 to 14	Provision of 60 Man Days SME support to the project, See Table 7 Serial 4 above	As agreed within the task	NA	In accordance with the Contract	NA	NA
4	Options 15 to 20	Provision of 30 Man Days SME Support to the project, See Table 8 Serial 1 above	As agreed within the task	NA	In accordance with the Contract	NA	NA
5	Options 21 to 27	Provision of 35 Man Days SME Support to the project, See Table 8 Serial 2 above	As agreed within the task	NA	In accordance with the Contract	NA	NA

Schedule 2 – Part B
Annex A - Level 1 Delivery Timeline



Schedule 2 – Part B
Annex B –

Project Management Plan Product Description

Document Composition	Minimum Acceptance Criteria
Executive Summary	Generate an executive summary of this PMP in Bottom Line Up Front (BLUF) style.
1. Introduction	
1.1 Purpose	The PMP is a plan of plans and should not repeat at length what is in other plans. It should however provide links and references to the most up to date version of those plans. However, when a plan or relevant P3M artefact has not yet been written, or it is agreed that the PMP should be the primary artefact to contain what needs to be said, a summary or intent statement should be included at the relevant point in the PMP
1.2 Background Context	Provide background context for the Project that will help the reader understand the immediate history, rationale and scope. Refer to a Plan on a Page summary of the project in context to be created in accordance with Appendix 1 to this Annex
2. Capability Requirement and Expected Outputs	
2.1 Requirement	Reference the Project's key requirements documentation; a short summary may be helpful
2.2 Expected Outputs	Identify and reference the key outputs from the project and the Product Breakdown Structure (PBS) to be created in accordance with Appendix 2 to this Annex
3. Objectives, Scope and Constraints	
3.1 Objectives	State the project's objectives, referencing the Contract or other commissioning authority
3.2 Scope	State the project's scope, referencing the Work Breakdown Structure (WBS) and the Statement of Works to be created in accordance with Appendix 3 and 4 of this Annex
3.3 Constraints	State the project's constraints or related reference documents
4. Organisation	
4.1 Governance	Highlight the Governance structure and present the RACI criteria for key aspects of the project
4.2 Team Structure	Summarise the Team structure or reference an Organisation Breakdown Structure (OBS) to be created in accordance with Appendix 5 to this Annex
4.3 Resource Planning	Summarise the project resource profile or reference the Project Plan or Schedule. Highlight the underpinning of the Basis of Estimate (BoE) sheets to be created in accordance with Appendix 6 to this Annex
5. Execution Strategy and Delivery Approach	
5.1 Delivery Approach	The project will deliver in line with APM best practice, taking into account the CADMID lifecycle and support the delivery plan summarised at the beginning of the Statement of Requirement
5.2 Deliverables Management	State how all deliverables will be managed by relevant working groups and associated authorities
5.3 Systems Engineering Management	Reference relevant System Engineering plans or artefacts
5.4 Logistics Management	Reference the Logistics Support Plan and describe how the logistical aspects of the project will be managed
5.5 Safety and Environmental Management	Reference the Safety and Environmental Management Plan and describe how these aspects of the project will be managed
5.6 Stakeholder Engagement	Describe the stakeholder management plan and how stakeholders will be identified, assessed, engaged and communicated with

Document Composition	Minimum Acceptance Criteria
5.7 Quality Management	Reference the Quality Management Plan. Reference to how Product Descriptions will be used, and how changes to products will be managed. This may reference the Change Control Plan or a separate Configuration Management Plan. This section also needs to cover the High-Level Test Approach, the Test Strategy, the Test Plan and the Test Completion Report
5.8 Security Management	State the approach to security management. This might cover commercial sensitivities and SALs
5.9 Management of Information and Records	State the information management approach, including change control and the use of corporate tools such as Project Online or SharePoint
5.10 Learning from Experience	State the approach for Knowledge and Information Management
6. Monitoring, Control and Reporting - Performance Measurement Baseline (PMB)	The PMB is made up of a number of key planning products as follows: - The Project Management Plan (and all supporting subordinate plans); - The WBS and associated Scope Statements for each Work Package; - The PBS and any associated Product Descriptions for each deliverable; - The OBS for the project, which may change over time to meet the needs of the project at different stages; - The BoE sheets associated with each work package; - The Baseline Project Schedule; - The Resource Schedule.
6.1 PBS and Product Descriptions	Identify and reference the PBS at and any Product Descriptions. Explain how the PBS is reflected in the WBS, Statement of Work and the Schedule. A concise diagram might be useful here. Describe how the PBS will be stored and maintained.
6.2 WBS, Dictionary and SoW	Identify and reference the project's WBS, providing an explanation on the different Project stages. Each WBS element shall have a corresponding Statement of Work by Work Package and a WBS Dictionary. Describe how the WBS will be stored and maintained.
6.3 Basis of Estimates and Project Schedule	Identify and reference the BoE sheets that underpin the schedule. Describe how the schedule and BoE will be stored and maintained.
7. Monitoring and Reviewing Operational Performance	
7.1 Monthly Log Entries	State the key registers and logs that will be used to capture data for analysis and how they feed into the corporate tools. These include the following: - Issues Log; - Master Data Assumptions List (MDAL); - Dependency Register; - Risk Register; - Learning from Experience Log; - Project Record (including the Change Control Log).
7.2 Schedule	State the approach to reviewing the Project Schedule, baselining project policy/plans and seeking approval for change through a robust Request for Change procedure (see Change Control)
7.3 Benefits Management	State the approach to supporting benefits that the project might generate
7.4 Risk, Assumptions, Issues, Dependencies and Opportunity Management	State the approach and reference relevant artefacts for:- - Risks; - Assumptions; - Issues; - Dependencies; - Opportunities.

Document Composition	Minimum Acceptance Criteria
7.5 Change Control	State the approach to Change Control, i.e. changes to the time, cost and quality envelope, and change that will have an impact on the schedule. State the approach to Configuration Management and how the configuration control system is compatible with ISO 9001 and complies with configuration management required stated in Def Stan 05-057. State any specific Project tolerances, e.g. the threshold for formal change control.
7.6 Financial and Cost Management	State the approach to financial information management, and the tracking of cost data in accordance with Clause 39 of Terms and Conditions.
7.7 Reporting	State how the Project will meet the Authority's reporting requirements

Schedule 2 Part B - Appendix 1 - Statement of Work

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

One form per Work Package

WBS Number:	**WBS Title:**		**Owner:**
(Insert WBS Number)	*(Insert WBS Title)*		*(Insert Owner Name)*
Approved Changes:	**WBS Status:**	**Revision:**	**Revision Date:**
(Insert Reviewer Name)	Draft / Review / Final	*x.x.x*	*dd mmm yy*

Scope:

- ***Purpose****:*
  - *Situation. Describe why the work is needed, the set of circumstances that have led to current state*
  - *Objective. What the end output should be; measurable and achievable within the allotted time*
  - *End State. The specified situation at the successful completion of the final phase.*
- ***Scope Description:***
  - *The scope should summarise the project in bullet form. Cover the key tasks that will be performed to meet objectives*
  - *Include a diagram illustrating the scope if helpful to provide a visual context to add understanding of scope.*
  - *Reference key documents, e.g. Key User Requirements, Minimum Viable Product, etc.*
- ***Boundaries:***
  - *State the boundaries in bullet form. Consider a services or systems diagram showing key elements, relationships and dependencies*
  - *Key things that are outside the boundary.*
  - *Key things that are inside the boundary.*
- ***Strategy:***
  - *Outline the concept of planning, preparation and delivery in bullet form, which may reflect the CADMID or CADMIT cycle or focus on one phase of procurement.*
  - *Include key dates and milestones.*

Deliverables:

- *List specific deliverables and relevant dates and to whom.*
- *Deliverables are anything being produced or provided as a result of a process, ego information, artefacts, plans, physical items, etc. Only go to an appropriate level of detail for the project phase that you are in.*
- *State whether there is a review period inclusive or exclusive to deadlines.*

Requirements*:*

- *Briefly state the requirement and reference any artefacts.*
  - *Summary. A brief statement of the main points being made.*
  - *Benefits. State the benefits to which the project contributes.*

Assumptions / *Constraints:*

- ***Assumptions****:*
  - *State the key assumptions and the approach to confirming them. These will probably reflect the highest risks on the project.*
  - *Reference the Master Data and Assumptions List (MDAL) and ADaM entries*
- ***Constraints****:*
  - *State known constraints and whether they are changeable. These may be a target for the most effective risk mitigation.*

Dependencies / *Interfaces:*

- ***Dependencies****:*
  - *State the key known dependencies, which may be inside or outside the project boundaries.*
  - *Reference the Dependency Register or other relevant artefact.*
  - *Internal dependencies will inform the schedule logic.*
  - *External dependencies will inform the Work Breakdown Structure and help identify key risks.*
  - *State the approach to managing them.*
- ***Interfaces****:*
  - *State known interfaces at which tasks meet and interact with each other.*
  - *State the approach to managing them.*

Schedule 2 – Part B - Annex C - Monthly Performance Report Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
Related Documents	To provide clear references and links to related documents.
Introduction	Provide details of the scope including reporting period and key contents.
Executive Summary	In SOFTE format, high level summary of the reporting period
Action Log	Provide all actions recorded and reviewed as part of the Monthly Progress Meeting (MPM). Record of key discussions and decisions made at MPM. The Action Log shall be structured as a single Microsoft Excel spreadsheet with separate tabs for each work package, attached to this report.
Performance Update	Provide details of actual progress of the activities (with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays); broken down by work-package and against the required Contract Deliverable and Baseline Project Schedule. See Appendix 1 to this Annex. Provide details of the remaining schedule (in outline) to Project closeout, linking out to an updated Project Schedule.
RAIDO	A summary of RAIDO activities conducted during the reporting period, with links out to updated: Risk, Issues & Opportunities Register; Master Data Assumptions List; Dependency Register.
Governance	A summary of meetings conducted since last MPM along with the date of the meeting, who attended and its aims and outcomes.
Commercial	A summary of Commercial Management activities conducted during the reporting period. Contract Changes A summary of any changes submitted or proposed under Clause X (Contract Change Control Procedure), including copies of any Change Requests and Formal Proposals (if applicable). A summary of contract amendments completed or in progress. Contract Price The Original Contract Price excluding VAT (at contract start date). The Revised Contract Price (to reflect any contract amendments) excluding VAT Contractual Obligation Update on contractual obligations
Financial	A summary of Financial Management activities conducted during the reporting period. In year spending forecast, escalating within 5 working days if the Contractor expects that in year spend forecast exceeds the amount authorised by the Authority. Total spending forecast, escalating within 5 working days if the Contractor expects that the funds required to complete the contract will exceed the agreed contract value. Summary of actual and planned spend for the reporting period against the Milestone Payment Plan. Summary of orders, invoices and receipts carried out on CP&F.
Quality and Configuration Management	A summary of Quality Management activities conducted during the reporting period. A list of changes to all Configuration Items that have been updated, internally reviewed and/or issued to the Authority during the reporting period.

Document Composition	Minimum Acceptance Criteria
Safety and Environmental Management	A summary of Safety and/or Environmental Management activities conducted during the reporting period. Details of all Safety and/or Environmental issues raised during the reporting period. Report on management of hazardous materials.
Training	A summary of training activities conducted during the reporting period
Logistics	A summary of logistical support activities conducted during the reporting period Details of equipment obsolescence issues to report and their remedies A list of equipment failures reported including details of repairs carried out and in progress Details of defect investigation and/or rectification, in accordance with Condition 87 of the Contract Status of GFA against the GFA schedule
Test and Evaluation	A summary of Test and Evaluation activities conducted during the reporting period A summary of E3 activities conducted during the reporting period A summary of trial activities conducted during the reporting period
Security	A summary of security activities conducted during the reporting period
Equipment	A summary of equipment manufacturing activities conducted during the reporting period A summary of equipment deliveries conducted during the reporting period Details of additional orders placed during the reporting period

Schedule 2 – Part B - Appendix 1 –
Project Status Report

1. Reporting Details

Reporting period	**Start:**		**Report Date:**		**Report No:**	
	End:		**Report Status:**	*Draft/ Review/Final*	**Version:**	

2. Status Narrative for this Reporting Period

This Period	**Last Period**	**This Period**
Summary of progress during reporting period	**G**	**A**
	RAG status, IAW tolerance levels recorded in the PMP	

3. Project Milestones

WBS No	Scope	Milestones & Deliverables	Planned Due Date	Actual Date	Var. (Cal Days)	Last Period	This Period
						G	**G**
						RAG status, IAW tolerance levels recorded in the PMP	

4. Budget: Forecast of In Year Spend

This Period					This Year					Last Period	This Period
WBS No	Actuals (£)	Forecast (£)	Var. (£)	Var. (%)	Actuals (£)	Forecast (£)	Budgeted (£)	Var. (£)	Var. (%)		
										A	R
										RAG status, IAW tolerance levels recorded in the PMP	

5. Project Milestones for this Reporting Period

WBS No	Scope	Milestones & Deliverables	Planned Due Date	Actual Date	Var. (Cal Days)	Last Period	This Period
						G	G
						RAG status, IAW tolerance levels recorded in the PMP	

6. Risks (Top 5)

Risk ID	Risk Rating	Risk Title and Description	Risk Owner	Change in Period	Last Period[5]	This Period[7]
					A	G
					R	A
					A	A
					R	A
					G	G

7. Issues (Top 5)

Issue ID	Issue Rating	Issue Title and Description)	Issue Owner	Change in Period	Last Period	This Period
					A	G
					R	A
					A	A
					R	A
					G	G

8. Changes

Ref	Description	Requested on	Value	Status

9. Status Narrative for Next Reporting Period

[5] RAG Status, IAW tolerance levels recorded in the Risk Management Plan

Next Period	This Period	Next Period
Summary of expected progress during next reporting period, including a Route to Green plan (as required)	**A**	**G**
	RAG status, IAW tolerance levels recorded in the PMP	

Schedule 2 – Part B - Annex D -
Training Management Plan (TMP) Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
1. Purpose	Describes the purpose of the TMP
1.1. Project Overview	Provides an overview of the MMR Project
1.2. Scope	Defines the scope of the TMP
1.3. Structure	The format of the TMP
1.4. Applicability	Defines to whom the TMP is applicable
1.5. Related Plans	The relationship of the TMP with other management plans
1.6. Standards and Specifications	Defines the compliance regime for the deliverables associated with this plan
2. Training Deliverables	Defines the Training Deliverables
2.1. Stage 2 Training Needs Analysis	To be consistent with Defence Systems Approach to Training (DSAT) process (Element 1)
2.2. Training Design Documentation	To be consistent with DSAT process (Element 2)
2.3. Training Courseware Design	To be consistent with DSAT process (Element 2)
2.4. Training Delivery	To be consistent with DSAT process (Element 3)
2.5. Assurance	To be consistent with DSAT process (Element 4)
3. Contractor Training Organisation	Defines the management, roles and job descriptions of those involved in the Training deliverables of the Project
4. Management of the Training Workstreams	Outlines the activities to be undertaken in creating the various Training deliverables
5. Training deliverable Acceptance Criteria	Defines the Contractor mechanism for Assurance and Acceptance of each of the Training deliverables consistent across components
6. Training Quality Assurance	Defines the Quality Assurance regime associated with the management of the Training workstreams
7. Configuration Management	Defines how files, documents, products etc will be managed within the collaborative data environment.
8. Risk Management	Defines how risks will be managed through the Training workstreams
9. Training Deliverable Schedule	Including but not limited to: - Activities - Deliverables - Decision Points - Reviews

Schedule 2 – Part B - Annex E -
Integrated Support Plan Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
1. Introduction	Identifies the requirements of the ISP as specified in the ILS Statement of Work. This section contains the following sub-sections
1.1. Purpose and Scope	A statement regarding the purpose and scope of the ISP as the document for the management and performance of the contractual ILS programme.
1.2. ISP Summary	A description of the ISP so as to establish a clear understanding of the scope, content and organization of the material presented.
1.3. Updating Procedure	A description of how alterations to the ISP are to be developed, authorized and incorporated.
2. Support System Concept	A summary of the system characteristics relevant to ILS and the support process. Included is an explanation of how the system will be utilized and supported in its intended operational role. This section contains the following sub-sections
2.1. System/Equipment Description	A brief description of the functional and physical characteristics of the system/equipment and its major sub-systems/equipment. Also included is a description of the physical and functional relationship between the equipment or system and any associated systems or equipment that it will interface with when operational.
2.2 Reliability Function Interface	Detail how the ILS activities will interact with the Availability, Reliability and Maintainability (ARM) function.
Safety Management Interface	Detail how the ILS activities will interact bi-directionally with the safety management function
2.4 Environmental Management Interface	Define the related environmental support activities, including disposal procedures and how the ILS activities will interact bi-directionally with the environmental management function.
2.5 Security Management Interface	Detail how the ILS activities will interact bi-directionally with the security management function.
2.6 Configuration Management System Interface	Define and document the Configuration Management system for the Contract (in accordance with guidance held in the Def Stan 05-057 Pt1 Section 3) and how the ILS activities will interact bi-directionally interface with the necessary configuration management system(s).
2.7 Obsolescence Management System Interface	Define and document the Obsolescence Management system for the Contract (in accordance with guidance held in the Def Stan 00-600 Pt 1) and how the ILS activities will interact bi-directionally interface with the necessary obsolescence management system(s).
2.8 Disposal Management System Interface	Describe how the ILS activities will interact bi-directionally interface with the Contractors disposal management system for items. As a minimum, it shall include disposal of Assets Subject to Special Controls and items that are hazardous.
2.9 Interoperability Interface Requirements	Detail how interoperability is managed through life. Includes: 2.9.1 The exchange of information through information systems; 2.9.2 Compatibility of technology and equipment; 2.9.3 The working practices of people; 2.9.4 Compatibility of processes; 2.9.5 Other elements of the support solution that require interaction between organisations.
2.10 Change Management System Interface	Detail how the ILS programme interfaces with the Project capability management and control systems regime.

Document Composition	Minimum Acceptance Criteria
3. ILS Programme Management, Organisation and Performance.	A description of the overall process, involving both the MOD and the contractor, for use in managing and performing the contractual ILS programme. This section contains the following sub-sections
3.1. Contractor's Objectives, Policies, General Management Procedures	State the objectives, policies and general management procedures that relate to the ILS programme.
3.2. Contractor's ILS Organisational Structure	Describe the contractor's organizational structure that has been selected to accomplish the contracted ILS programme requirements. The identification of names, positions, functions, responsibilities and authority of those responsible for satisfying the contracted ILS programme shall be given.
3.3. Sub-contractor and Vendor Interface Management	List of all major sub-contractors (for the purpose of the ISP, major sub-contractors are termed as those responsible for supply of deliverables directly to the Prime contractor of the MOD) involved in the ILS methods of control and the organizational interfaces with the sub-contractors. Included is a general description of the method of specifying the ILS requirements in vendor sub-contracts and the means of controlling the accomplishment of specific work and deliverables.
3.4. MOD ILS Organization and Interface	A description of the MOD ILS organization, together with an indication of the relationship with the contractor's ILS organisation.
3.5. Design Interface Planning and Reporting	In conjunction with the approved management system, contains a description of how the contractor will accomplish report and provide an audit trail for integration with a formal design influence programme. The design interface planning ensures that all the logistic requirements and maintenance decisions made by the other contractually required system engineering disciplines are input to and output from one another, in a timely manner. System engineering disciplines include, but are not limited to, the design programme the safety programme, the standardization programme and the ARM programme.
3.6. Contractor's Objective	A description of the system that provides for the cost effective integration design, development, test and evaluation tasks required to progress from an operational requirement to the operational deployment of a system or equipment. Included is identification of the audit trail and reporting criteria.
3.7. Contractor's Approach	The establishment of a logical sequence of activities and decisions which transform an operational requirement into a viable, cost effective system.
3.8. Contractor's Integrating	Describes the design interface/engineering discipline integration that will establish integration of all engineering, design and management efforts, and disciplines including Reliability, ILS, standardization and production. This is necessary to control the influences on the SA programmes, cost effective design enhancement and system/equipment design. Included is identification of the audit trail and the reporting criteria.
3.9. Contractor's Control and Reporting	Identification of the contractor's in-house report procedure. Included is the relationship between the technical programme planning and the schedule planning. Included is identification of the planned interface between specific task and management procedures that ensure the design influence and contractual provisions are met. Also contained is the establishment of ILS to influence design and system engineering.
3.10. Contractors Supply Support	A description of the Contractors order placement eProcurement procedures, re-provisioning of spares and repair and overhaul (R&O) services (include R&O costs and turnaround times).
3.11. Post-Design Services (PDS)	A description of the contractor's approach for providing PDS to the MOD in the context of ILS. The contractor shall consider PDS, and

Document Composition	Minimum Acceptance Criteria
	its consequences on ILS, in terms of its effects on maintaining an effective support policy with optimum costs throughout the life of the equipment. The following shall be addressed: 3.11.1. Control and maintenance of design records. 3.11.2. Maintenance of technical information. 3.11.3. Provision of support for equipment hardware and software. 3.11.4. Implementation of technical tasks to investigate obsolescence issues.
4. ILS Programme Tasks.	A detailed description of how the contractor will accomplish all ILS programme tasks stated in the ILS programme Statement of Work or equivalent specification. For ILS programme tasks not covered by separately deliverable plans, a detailed description is to be contained in this section. This section contains the following sub-sections:
4.1. SA Activities and the Logistic Information Repository (LIR)	This sub-section contains a detailed description of the plans for the accomplishment of SA Activities and Sub activities, and associated documentation in the LIR, as defined in the contract.
4.2. Other Standards	This sub-section provides a detailed description of all other relevant standards or tasks, as defined in the contract.
5. Related Plans Applicable to the ILS Programme	This section contains appropriate appendices as related plans required for the ILS programme effort. This section contains the following sub-section:
5.1. Related Plans	This sub-section references the contractually required ILS programme tasks; e.g. separately deliverable plans for all contractually required ILS element development efforts.
6. Programme Plan and Milestone Schedule	This section contains the programme plan and master milestone schedule for the ILS effort. This section contains the following sub-sections:
6.1. Master Milestone Chart	This sub-section is a master milestone chart to include all programme milestones, e.g. Preliminary and Critical Design Reviews (PDRs & CDRs).
6.2. ILS Programme Milestone Chart	This sub-section is a milestone chart for events required to accomplish all required ILS programme tasks, e.g. ILS Conferences and Reviews.
6.3. ILS Element Milestone Chart	This sub-section is a milestone chart for the events required to accomplish all contractually required support element development efforts, including Technical Publications, Supply Support, etc.
7. Glossary, Acronyms and Terms	This section shall contain a glossary of all acronyms and special terms or words used in the text.

Schedule 2 – Part B - Annex E – Appendix 1
Reliability and Maintainability Plan Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
The Reliability and Maintainability Plan shall include the following:	1. Identification of the contractor's programme organisational structure responsible for reliability and maintainability.
	2. An explanation of how data selection, data flow, data storage and data control will be co-ordinated.
	3. A description of the contractor's procedure for implementing the requirements of Failure Modes, Effects and Criticality Analysis (FMECA),including the following sub-sections: 3.1. Identification and description of the End Item. 3.2. Identification of the contractor's organization structure responsible for performing the FMECA. 3.3. Description of the contractor's procedures for implementing the specified requirements of IEC 60812. The description shall include: 3.3.1. Procedures for creating FMECA 3.3.2. Procedures for updating the FMECA to reflect design changes 3.3.3. Procedures for the use of analysis results to provide design guidance. 3.4. Examples of the contractor's worksheet formats used to organize and document the FMECA. 3.5. Description of processes and analysis assumptions that identify: 3.6.1. The FMECA approach i.e. hardware, functional or combination. 3.6.2. The lowest indenture level to be analysed. 3.6.3. General statements or failure definitions of what constitutes an item failure in terms of performance criteria and allowable limits. 3.6. If analysis requirements change any processes or analysis assumptions, they shall be identified and documented in the FMECA report. 3.7. Identification of the indenture level that applies to the system hardware or functional level at which failures are assumed. Unless otherwise specified the contractor shall base the lowest indenture level for analysis on the following : 3.7.1. The lowest level specified in the SA candidate list to assure complete inputs for each SA Candidate 3.7.2. The lowest indenture level at which items are assigned a catastrophic (Category I) or critical (Category II) severity classification category 3.7.3. The specified or intended maintenance and repair levels for items assigned a marginal (Category III) or minor (Category IV) severity classification category. 3.8. Description of the contractor's coding system used for consistent identification of system functions and for tracking failure modes. The coding system shall be based on upon the equipment breakdown structure or other similar uniform numbering system and shall provide complete visibility of each failure mode and its relationship to the system. 3.9. Identification of the data sources used to ascertain failure rates for the FMECA. 3.10 Description of how the results of FMECA will be documented in the Logistics Information Repository.
	4. A description of the contractor's procedure for implementing the requirements of Reliability-Centred Maintenance, including the following sub-sections: 4.1. Identification of the contractor, contract number and the contracting MOD organisation. 4.1.1 Identification of the who will be involved with the study and their skills 4.2. Identification and description of the End Item. 4.3. Identification of the 'Operating Context' and boundaries of analysis. 4.4. Examples of how the required information shall be presented including: 4.4.1. Worksheet layout.

	4.4.2. Software package utilised. 4.5. The RCM methodology used. 4.6. Description of the coding system used to link the FMECA to RCM task analysis. 4.7. Structurally Significant Item and Functionally Significant Item selection criteria and listing. 4.8. Example of Zonal Plan production. 4.9. Procedures for updating the RCM to reflect design changes. 4.10. Procedures for the use of redesign recommendations to provide design guidance. 4.11. The data sources used to ascertain failure rates and/or failure patterns.
	5. A description of the contractor's procedure for implementing the requirements of a Level of Repair Analysis, including the following sub-sections: 5.1. Identification and description of the End Item. 5.2. Identification of the contractor preparing the LORA programme plan, the MOD organization contracting for the LORA programme, and the contract number. 5.3. Identification of the contractor's internal organization structure performing the LORA. 5.4. The interrelationships of the LORA discipline with other ILS elements and system engineering disciplines. 5.5. The method by which LORA information affecting design is disseminated to equipment designers. 5.6. The criteria used to guide the designers on the advisability of discard-at-failure or reparability recommendations. 5.7. The procedures used for collecting, updating and validating LORA input data and final LORA decisions, including: 5.7.1. Procedures for integration and monitoring implementation of the LORA decisions into the system support requirements and logistic planning. 5.7.2 Procedures for updating inputs to the LORA with data and results from contractor testing, demonstrations, development testing and operational testing. 5.8. Delineation of the tasks and milestone schedules required to conduct the LORA programme, along with schedule relationships to schedules of other SA programme requirements and associated system engineering activities. 5.9. Description of each LORA programme task relationship to other SA programme events and its integration into the SA programme schedule to ensure that LORA tasks are completed prior to other SA activities requiring LORA results. 5.10. Identification and description of the LORA model(s) to be used for conducting LORA(s) and the class (es) of LORA that will be performed. A LORA model is defined as a computerized, or manual, mathematical model or technique used to compare the relative economics and performance levels of the viable repair or discard options. There are three classes of LORA which include system or end item analysis, sub-system or item analysis and specific aspects of repair analysis. 5.11. A list that identifies the specific items Which make up the End Item under contract for LORA. The list includes items recommended for analysis, items not recommended for analysis and rationale for selection or non-selection. The list will be consistent with the SA configuration system used in the Logistic Information Repository. 5.12. Identification of previous systems, similar to the system under analysis, in conjunction with their support structure and previous LORAs that are to be used to establish the baseline for the support structure constraints on the system under analysis. 5.13. Reasons and justifications for any non-economic considerations that may impact or shall be considered in adjusting decision alternatives derived from the economic considerations.

	5.14. The LORA results which will be used to assist in developing or revising system engineering and logistic products or data within the following: 5.14.1. Maintenance planning. 5.14.2. Maintenance Allocation Chart (MAC). 5.14.3. Source, Maintenance and Recoverability (SMR) coding. 5.14.4. Provisioning Parts List (PPL). 5.14.5. Logistic Information Repository (LIR). 5.14.6. Failure Modes, Effects and Criticality Analysis (FMECA). 5.14.7. Reliability. 5.14.8. Maintainability. 5.14.9. Reliability-Centred Maintenance (RCM). 5.15. How the LORA results will be used to influence the equipment design in the following aspects: 5.15.1. Modularity. 5.15.2. Built-in-test. (BIT). 5.15.3. Built-in-test equipment (BITE). 5.15.4. Testability. 5.15.5. Repair or discard. 5.16. The LORA data required to execute the LORA model(s) and the sources to provide that data (e.g. MOD, contractors, sub-contractors, vendors, test agencies). 5.17. The sensitivity analysis requirements and proposed ranges of particular data elements to quantify the uncertainty of design and programme characteristics.

Schedule 2 – Part B – Annex Appendix 2 -
Failure Modes, Effects and Criticality Analysis Report Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
The - Failure Modes, Effects and Criticality Analysis (FEMCA) Report shall be based on the FEMCA worksheets and include:	1.1. Identification of the level of analysis carried out.
	1.2. Description of the applicable Design Standard.
	1.3. System definition narrative and resultant analysis data.
	1.4. Detailed Summary of the results.
	1.5. Identification of Failure Mode selection.
	1.6. Description of Failure Mode Category List.
	1.7. Identification of data sources and techniques used in the analysis.
	1.8. Recommendations for updating FMECA to reflect design changes.

Schedule 2 – Part B - Annex E – Appendix 3
Level of Repair Analysis Report Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
The Level of Repair Analysis (LORA) report shall include the following:	1.1. A statement of the LORA performed and descriptions of each maintenance alternative, location and operational scenario considered for: test, measurement and diagnostic equipment; maintenance personnel; built-in-test equipment; supply and maintenance facilities.
	1.2. The LORA model(s) used. A LORA model is defined as a computerized, or manual, mathematical model, or technique used to compare the relative economics and performance levels of the viable repair or discard options.
	1.3. The contractor's level of repair or discard recommendation for each item undergoing LORA. The items subjected to LORA are those listed in the MOD approved LORA programme plan. Included is a brief discussion of the compatibility of the LORA recommendations with the operational (both performance and support) and technical (reliability and maintainability design factors) requirements of the system.
	1.4. Any recommended repair or discard level discussion, where cost is irrelevant due to operational and/or support requirements. Also to be explained are the non-economic considerations which may result in a different decision from those based on economic factors.
	1.5. Identification of any economic benefits to be achieved under warranty or any form of contractor support.
	1.6. A listing of the LORA model data elements utilized and numerical values used for each data element in analysing level of repair and discard alternatives. A reference to the origin of numeric data for each data element is to be included. A description is to be included of the method or methods used for deriving any estimated data. The description, in particular, shall cover the rationale to support the reliability and maintainability values used in the LORA (together with the source for those values) and justification of any derivation or allocation from the required values. Any estimated values are also covered in the sensitivity analysis discussion.
	1.7. A definition of the sensitivity analysis performed along with the results. The discussion shall include the identification of the LORA model data elements varied as part of the sensitivity analysis and the specific numerical range used, rationale for that range, and the identification of each numerical value varied which impacts on the contractor LORA recommendation. The discussion of the sensitivity and analysis is intended to qualify the uncertainty of design and characteristics by providing a measure of the validity of the LORA recommendations.
	1.8. A definition of the sensitivity of the LORA decisions. This definition is included as part of the sensitivity analysis and shall include the identification of the detrimental aspects of choosing alternatives, other than those selected as optimum when considering economic, non-economic and operational advantages.
	1.9. Recommendations for updating any maintenance and logistic support planning factors.
	1.10. Identification of any recommendations made for updating planning factors related to maintenance and logistic support based on the LORA. Also discussed are the established operational and readiness requirement limitations and effects that are taken into account when making level of repair and discard recommendations.
	1.11. A tabulation of the complete system or equipment items analysed. An explanation of how the reference to the tabulation is to be included if SA is not invoked. Also included are the LORA recommendations resulting from the present analysis along with any previous MOD accepted recommendations or decisions made from past analysis.

	1.12. A listing of the outputs generated by the execution of the LORA model(s) for the items under analysis.
	1.13. The documentation of the level of repair and discard decisions made by the MOD after the review of the contractor's repair or discard recommendations. The decisions could range from full acceptance to deferral. The decisions documented are to be considered as interim and may change if conditions in the programme change. This section shall be considered as a planning tool. Great care shall be given in determining and documenting the interim level of repair and discard decisions because of the impact and cost associated with planning for a specific maintenance structure which may change. The sensitivity analysis discussion will be used to determine the risks involved in making a level of repair and discard decision.
	1.14. A comparison of any similar system/equipment identified and their maintenance structures against the system/equipment under analysis.
	1.15. The identification of any constraints that were levied against the similar equipment that influenced the level of repair and discard decisions on those equipment.
	1.16. The identification of specific components and assemblies that have established maintenance structures that are to be used by the equipment under analysis.
	1.17. An indication and a discussion of how the LORA source data is used for the similar equipment, to include recommendations for updating the logistic planning factors for the equipment under analysis, based on the LORAs conducted on the similar equipment under review.
	1.18. A justification of any recommendations to the equipment designer to influence the design of the system under development.
	1.19. Identification of recommended actions by the equipment designer to incorporate the LORA decisions into the system or equipment.
	1.20. A description of problems, conclusions, assumptions, exceptions, and actions required.

Schedule 2 – Part B - Annex E – Appendix 4
Technical Documentation Management Plan Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
The Technical Documentation Management Plan (TDMP) shall include the following:	1. A description of the method for developing documentation.
	2. The system for utilization of information from SA, operational requirements data, engineering data, operator data and test data.
	3. Methods for achieving consistent and common use of data.
	4. Use of standards and specifications.
	5. How the integration and associated activity, and subcontractors' efforts, are related and controlled.
	6. Documentation development plan and approval procedures.
	7. Preliminary documentation development and distribution methods.
	8. First verification procedures.
	9. Second verification procedures.
	10. In-Process Review procedures, controls and schedules.
	11. System for storage and retrieval of data and method to prevent duplication of data already developed.
	12. DM preparation and control.
	13. Method of handling routine and priority changes and supplements.
	14. Documentation status reporting.
	15. Control of classified information.
	16. Methods of incorporating engineering changes, and instructions/information furnished by the MOD, for inclusion in documentation.
	17. A statement of the method by which a determination will be made in the following areas: 17.1. Identification of existing MOD documentation that covers the equipment required by the contractor, or can be made suitable through supplements, changes or revisions. 17.2. Identification of existing commercial documentation that covers the referenced equipment or can be made suitable through the preparation of supplements. 17.3. Identification of equipment which require new documentation for acceptable support.
	18. Identification of risks to the successful completion of the documentation effort, particularly those factors not within the control of the technical documentation organization, and associated proposals for risk containment.
	19. The plan shall include a brief description of the contents of each deliverable or groups of deliverables. These descriptions shall include: 19.1. References to specific sections of the applicable specification to indicate the extent of compliance and non-compliance with the requirements. 19.2. Any special features or innovations of this documentation programme. 19.3. Projected requirements for new presentation techniques based upon peculiarities of equipment configurations and design.
	20. Procedures used to ensure the schedule for release of documentation recognizes any interrelated document dependencies.
	21 An indication of the guidance sections that shall be treated as mandatory shall be identified as an annex to the TDMP
	22. The TDMP shall detail the timescale for delivery of the following as required: 22.1. Data Modules Requirements List 22.2. Final Deliverable 22.3. Delivered Publications Data Base

	22.4. Final Publication Data Base

Schedule 2 – Part B – Annex E - Appendix 5 - Packaging, Handling, Storage and Transportation Plan Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
Packaging, Handling, Storage and Transportation Plan shall include the following:	1. Identification of resources and methods for packaging, handling, storage and land, sea and air transportation with particular regard to policies, procedures, specific requirements and safety precautions.
	2. Considerations relating to equipment disposal, to include any associated risks.
	3. An explanation of any specific packaging and handling requirements.
	4. An explanation of the use of bar coding.
	5. Demonstrate that it aligns to the supply delivery requirements stated in the Logistic Commodities and Services Transformation Supplier Manual

Schedule 2 – Part B - Annex E – Appendix 6
Software Support Plan Product Description

The document must contain each of the sections listed below. If there is no data or text requirement, the Contractor is to enter 'NOT APPLICABLE' and justify the reasons.

Document Composition	Minimum Acceptance Criteria
1. Introduction	Identify the requirements of the Software Support Plan (SSP).
2. Scope	Define the purpose and scope of the SSP. Describe the equipment applicable - Computer Software Configuration Items/Computer Software Units (if known).
3. References	Define the policy/guidance for the software, if applicable, e.g. - DEF STAN 00-600 ILS - Requirements for MOD Projects; - Defence Logistic Framework (DLF) Design and Engineering / Software Support; - BATCIS Security Development Policy; - AQAP 2210 - NATO Software Quality Assurance Requirement; - ISO 25010 – Software Quality Model. Define the relationships to other plans that contain any pertinent information, e.g. ISP. How does this SSP fit in with all other plans?
4. Strategy	Detail any strategy or direction/guidance received from the Project Team or other Customer during development of the support concept/strategy. Define the support concept.
5. Organisation	Define the organisational structure that will be responsible for software support. This may include Military personnel/Teams if appropriate. Define the contractor's programme (if known). Define the structure of the Software Configuration Management Board (SCMB), stating its composition, responsibilities, etc - Project Team Leader, ILSM, Contractor, etc.
6. License Management	As an Annex to this document, provide a Bill of Materials (BoM) covering all software artefacts for the System. The BoM shall be provided in the template format defined by the Authority (provided within the ITN data pack). As an Annex to this document, provide all DEFFORM 701s (including all DEFFORM 701 Annexes). State how the licenses will be activated and managed through the 10 year service life of the radios, identifying any licensing costs outside of the contract term.
7. Software Modification	Software modification falls into the following four categories: Corrective - The diagnosis and fixing of errors, from localised changes to more fundamental design fixes. Adaptive - Changing the software so that it can work properly in a changing environment, and can be adapted to changes in the environment, such as changes in other software, hardware or even user practices. Perfective - Includes the addition of new functions and enhancements and changes to existing functions. Preventative - Improving the sustainability of the software, so that future changes can be done more rapidly and easily. These include complexity reduction and activities such as refactoring, which are aimed at improving the understandability of software, without changing the externally observed functional behaviour of the software. Note: Depending upon your view, you could define 3 categories where perfective also covers preventive.
8. Change Requests	Detail how changes or suggested improvements become Software Change Requests (SCRs). Detail how these change requests will be actioned - recording, prioritising, approval, tracking, etc. Define how the SCMB will grant approval of change requests. Note: Flow Charts or diagrams are often helpful here.
9. Faults	Reporting - State how problems/faults will be recorded and tracked. Query Evaluation - How will queries/faults be investigated to determine their impact on the system and its severity? What mechanisms will be used to determine if the problem is to be corrected and a SCR raised? What is the impact if the fault is not corrected - could a workaround be utilised, for example?

Document Composition	Minimum Acceptance Criteria
	Corrective Action - How do SCRs get logged and authority given for corrective action? How are the corrective actions carried out? Indicative response times for corrective action should also be stated (if applicable)? Implementation - Define how the software update will actually be embodied within the platform and by whom?
10. Rapid Response Software Changes	Define how any rapid response software changes will be carried out, processes, timelines, etc
11. Certification & Qualification	Define how any software modifications will be tested and revalidated for use. How will they be cleared / released for use?
12. Operational Support	Define the operational support needed, e.g. Helpdesk - define what helpdesk support is needed, e.g. 8-5 or 24/7? Detail who will provide this support and where it will be (location). Define what processes are needed to load, re-load, replicate, copy, store, distribute and carry out any handling activity on software, firmware and data.
13. Mission Support	Define what data support is needed, if any. This could be mission data that requires to be uploaded prior to its use or downloaded post use.
14. Support Equipment & Processes	Detail any applicable equipment or processes needed for support. These should include: Documentation Minimum hardware requirements to host and run the software applications Software engineering environment Software tools Support & test equipment Software licences & IPR issues
15. Resources	Personnel - define any attributes the user must have, i.e. Skills, rank, trade, service, security level, etc. Training - list any training required by the user that will enable them to utilise the software applications. Facilities - define what facilities are needed, if any. Some projects, as part of their software support, opt to have a service software team and therefore identify the need for buildings, desks, power, etc. Are any reference or test systems needed, e.g. Rigs?
16. Transition	How is the transfer from development to support (maintenance) to be affected? Is it to be done at all or is maintenance to remain with the original development team at the original site?
17. Safety	Detail any safety aspects/standards related to software. If applicable, refer to the overall Safety and Environmental Management Plan. Considerations to Def Stan 00-055.
18. Security	Define any evidence of security implications with the classification of software (Restricted, Classified, Security Standards etc.). If applicable, refer to the Security Aspects of Design Document. State any security standards to which the capability is, or will be, compliant. Demonstrate how the SSP aligns with the BATCIS Secure Development Policy (Software Development section). State security classification of each of the software applications and any supporting hardware required to host the software applications
19. Risk Management	Define how risks will be managed for software.
20. Quality System/Assurance	Define Software Quality System and how it conforms to NATO software quality assurance requirements, AQAP 2110. If applicable, refer to the Quality Management Plan.
21. Configuration Management	Define how configuration management will be applied for all software modifications.
22. Obsolescence Management	Define how obsolescence will be managed for all software.

Schedule 2 – Part B - Annex F -
Security Aspects of Design Document (SADD) Product Description

Document Composition	Minimum Acceptance Criteria
1. Security Analysis Scope	Details the scope and objectives of the SADD
2. Reference Documents	Contains the list of documents referenced in the SADD
3. Security Risk Identification	Contains the overall approach to Risk Identification
4. Security Design Approach	Contains the design approach highlighting any applicable constraints and SRD requirements
5. Security Design Detail	Contains the design detail surrounding the security aspects of the design for each of the applicable security features identified and implemented
6. Secure Configuration	Provide details on any configuration settings/options that will affect the operation or function of implemented security controls
7. Security Testing and Evidence	Provides a summary of the Security Testing Approach that will be conducted
8. Residual Risk Assessment	Summarises security risks that remain and risk acceptance / balance decisions that support the delivery of the security design

Schedule 2 – Part B - Annex G -
Equipment Deliveries and Quantities

Refer to paragraph 4.a and 4.c for the scope of the Handheld and Manpack radios

Equipment Quantities Broken Down by Delivery Phases

Equipment Delivery Phase	Handheld radio	Additional batteries for Handheld radio	Handheld 2 way RF-5853-CH232 battery charger; (with UK mains leads, and croc clips);	Clone cable for Handheld radio	Manpack radio	Additional batteries for Manpack radio	Manpack 2-way RF-5058-CH032 battery charger; (with UK mains leads and croc clips);	Handheld and Manpack Multi-way RF-5902-CH238 battery charger; ; (with UK mains leads and croc clips);	Clone cable for Manpack radio	HQ - Desktop speaker for Manpack radio	HQ - Battery eliminator for Manpack radio	HQ - High gain TacSAT antenna HQ - High gain Tactical Satellite Antenna (TacSAT) for Manpack radio; Including 2 x 12.5 FT, N Male to N Female coaxial cables;	Mission Planning software application, including associated PC programming
EDD1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
EDD2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
EDD3	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
EDD4	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Totals	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Schedule 2 – Part B - Annex H – G
Additional MMR System Quantities - Option 1

18. Refer to paragraph 4.a and 4.c for the scope of the Handheld and Manpack radios

Equipment Delivery Phase	Handheld radio	Additional batteries for Handheld radio	Handheld 2 way RF-5853-CH232 battery charger; (with UK mains leads, and croc clips);	Clone cable for Handheld radio	Manpack radio	Additional batteries for Manpack radio	Manpack 2-way RF-5058-CH032 battery charger; (with UK mains leads and croc clips);	Handheld and Manpack Multi-way RF-5902-CH238 battery charger; ; (with UK mains leads and croc clips);	Clone cable for Manpack radio	HQ - Desktop speaker for Manpack radio	HQ - Battery eliminator for Manpack radio	HQ - High gain TacSAT antenna HQ - High gain Tactical Satellite Antenna (TacSAT) for Manpack radio; Including 2 x 12.5 FT, N Male to N Female coaxial cables;	Mission Planning software application, including associated PC programming cable
Contract Option 1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Totals	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Schedule 2 – Part C – System Requirments Document – Compliancy Matrix

System Performance Requirements

Schedule 2 – Part C redacted in its entirety

Schedule 3

Contractor's Proposal

TBN

Schedule 4

Acceptance Procedure

1. General

1.1 Where software is to be supplied as a requirement of the Contract it will be subject to the provisions of this Schedule as if it were a Contractor Document Deliverable.

1.2 No review, comment or approval by the Authority under this Schedule 4 *(Acceptance Procedure)* shall operate to exclude or limit the Contractor's obligations or liabilities under this Contract (or the Authority's rights under this Contract), including (without limitation) the Contractor's obligation to deliver the Contractor Deliverables in accordance with the Contract.

1.3 No approval or comment or any failure to give or make an approval or comment under this Schedule 4 (Acceptance Procedure) shall constitute an Authority Change, save to the extent implemented in accordance with Condition 6 (Amendments to Contract) and Condition 7 *(Contract Change Control Procedure)* as contemplated in Paragraph 1.4 and 1.5 below.

1.4 If having received comments or objections from the Authority, the Contractor considers that compliance with those comments or objections would amount to an Authority Change, the Contractor shall, before complying with the comments or objections, notify the Authority of the same and, if it is agreed by the Parties or determined pursuant to the Dispute Resolution Procedure that an Authority Change would arise if the comments or objections were complied with, the Authority may, if it wishes, implement the Authority Change and it shall be dealt with in accordance with the conditions of the Contract.

1.5 Where any failure by the Contractor to achieve the successful completion of any of its obligations in accordance with this Contract results in any additional work being required to be carried out by the Contractor to achieve successful completion of its obligations, the requirement for such additional work shall not be an Authority Change and managed in accordance with the conditions of the Contract.

1.6 The Contractor shall compile and maintain a register of the date of receipt and content of all Contract Deliverables that are returned by the Authority's Representative.

Part 1

Acceptance Procedure for Contractor Document Deliverables

1. Subject to this Paragraph 1, Acceptance of a Contractor Document Deliverables occurs at the time, and in accordance with the procedure specified in the Contract, or if none is so specified:

1.1 where the Contract specifies a time limit within which to reject, that time has elapsed;

1.2 where the Contract specifies no time limit within which to reject, a reasonable time has elapsed since delivery has occurred; or

1.3 when it has been delivered and the Authority does any act in relation to it which is inconsistent with the Contractor's ownership.

2. In respect of Contractor Document Deliverables delivered by the Contractor to the Authority the following provisions shall apply:

2.1 Upon receipt of a document requiring Acceptance by the Authority, the Authority shall within the ten (10) Working Days, (unless a different time period is stated otherwise stated in Table A, in which case within such stated time period) confirm either:

2.1.1 that the Contractor Document Deliverable is Accepted by the Authority; or

2.1.2 if it is not Accepted provide comments on the relevant Contract Document Deliverable (including detailing such evidence or other information as may reasonably be necessary) to the Contractor in sufficient detail to allow the Contractor to provide updates to the initially submitted Contract Document Deliverable and resubmit it to the Authority.

2.2 In the event of the Authority not Accepting a Contract Document Deliverable in accordance with Paragraph 2.1.2, the Contractor shall, within five (5) Working days, (of receipt of the Authority's comments, (or within such time period as is otherwise stated in Table A), update and resubmit the Contract Document Deliverable to the Authority.

2.3 Upon receipt of the relevant resubmitted Contract Document Deliverable in accordance with Paragraph 2.2, the Authority shall within five (5) Working Days (or within such time period as is otherwise stated in Table A), confirm either,:

2.3.1 that the updated Contract Document Deliverable is Accepted by the Authority; or

2.3.2 if it is not Accepted provide comments on the relevant updated Contract Document Deliverable to the Contractor in sufficient detail to allow the Contractor to provide updates to the previously submitted Contract Document Deliverable and the Contractor may then at its discretion amend and resubmit the Contract Document Deliverable to the Authority and the provisions of Paragraph 2.2 shall apply, or the Contractor may submit the non-Acceptance of the relevant Contract Document Deliverable for resolution under the provisions of the Dispute Resolution Procedure.

3 Unless otherwise specified in the Contract, the Authority shall not be deemed to have accepted a Contractor Document Deliverable unless it has had a reasonable opportunity to examine it after delivery for the purpose to ascertain whether it is in conformity with the Contract.

Table A - Alternative Contractor and Authority Review Period

Contractor Document Deliverable	Authority Review Period	Contractor Review Period
TNA Stage 2 Report, Training Design Documentation and Training Solution	Twenty (20) Working Days	Ten (10) Working Days

Part 2

First Article Inspection

1. No later than sixty (60) Working Days prior to EDD1, the Contractor shall:

   1.1. make provision for the Authority to carry out and complete the First Article Inspection at the; the Sub-Contractor's manufacturing facility in Rochester, NY State, USA, on the Systems to be delivered for EDD1 including the Initial Spares Package as detailed in Schedule 2 (Schedule of Requirements);

   1.2. provide such facilities, tools, information and Subject Matter Experts as required by the Authority to conduct the First Article Inspection; and

   1.3 provide a Notice to the Authority providing details of when and where the First Article Inspect is proposed to take place and confirm the activities at Paragraph 1.1-1.2 of this Part 2 have been completed.

2. No later than fifty (50) Working Days prior to EDD1, the Authority shall:

   2.1. carry out and complete the First Article Inspection on the Systems to be delivered for EDD1 including the Initial Spares as detailed in Schedule 2 (Statement of Requirements); and

   2.2. record all results of the inspection in the First Article Inspection Report.

3. No later than ten (10) Working Days after completion of the First Article Inspection, the Authority shall provide the Contractor with a copy of the First Article Inspection Report summarising the inspection activity undertaken and confirming whether or not the First Article Inspection Acceptance Criteria[6] has been met. In the event that any part or all of the First Article Inspection Acceptance Criteria has not been met, the Authority shall provide sufficient detail within the First Article Inspection Report to allow the Contractor to propose a First Article Inspection Rectification Plan to be undertaken by the Contractor in order meet the First Article Inspection Acceptance Criteria.

4. In the event that any part or all of the First Article Inspection Acceptance Criteria has not been met, the Parties shall, as soon as reasonably practicable and in any event no more than five (5) Working Days after receipt of the First Article Inspection Report, meet to discuss the First Article Inspection Report. The Contractor shall propose a First Article Inspection Rectification Plan to the Authority to address the comments in the First Article Inspection Report and detail any impacts on the rest of the Contract within ten (10) Working Days of receipt of the First Article Inspection Report. The Authority shall, within five (5) Working Days of receipt of the First Article Inspection Rectification Plan confirm whether or not the First Article Inspection Rectification Plan is accepted by the Authority; or if not accepted provide comments on the relevant issues in sufficient detail to allow the Contractor to provide updates to the First Article Inspection Rectification Plan. The Contractor may then at its discretion resubmit the First Article Inspection Rectification Plan to the Authority within five (5) Working Days or the Contractor may submit the non-Acceptance of the First Article Inspection Rectification Plan for resolution under the provisions of the Condition 68 (Dispute Resolution) of the Contract.

5. In the event that any or part of the First Article Inspection Acceptance Criteria, has not been met, the Contractor and/or the Authority (as the case may be) shall carry out and complete the relevant activity detailed in the First Article Inspection Rectification Plan and the Contractor shall notify the Authority when the First Article Inspection can be repeated and make provisions for repeated First Article Inspection in accordance with paragraph 1 of this Part 2. Dates and timings of the revised First Article Inspection will be agreed within the First Article Inspection Rectification Plan. The revised First Article Inspection shall be repeated, and the Authority shall provide the Contractor with a copy of the revised First Article Inspection Report summarising the inspection activity undertaken and confirming whether the First Article Inspection Acceptance Criteria has been achieved no later than 5 (five) Working Days after completion of the repeated First Article Inspection.

[6] First Article Inspection Acceptance Criteria stated within Schedule 2 *(Statement of Requirement)*

6. In the event the Contractor has failed to achieve the First Article Inspection Acceptance Criteria after completion of the repeated First Article Inspection activity, then the Authority may give Notice of Termination for Contractor Default in accordance with Condition 71 (Material Breach) of the Contract.

Part 3

MMR System Test and Acceptance

Background

1. The Authority shall test the attributes of the MMR System against the SRD through the verification method and verification criteria within the SRD.

2. The Authority shall provide a System Test and Acceptance Plan that defines the scope of the System Test and Acceptance Activity by detailing the individual Test Scripts to be conducted in order to test the attributes of the MMR System against the System Requirements stated in the SRD.

3. The Authority shall undertake testing activity using multiple Test Scripts and therefore the procedure detailed in paragraphs 7-10 of this Part 3 of Schedule 4 (Test and Acceptance Procedure) will apply to any of the individual Test Scripts (and any resulting Test Script Rectification Plans) as defined within the System Test and Acceptance Plan.

4. System Test and Acceptance Activity carried out by or on behalf of the Contractor shall be undertaken at Blandford Camp, Langton Long, Blandford DT11 8RH or at such location as the Authority shall notify to the Contractor from time to time.

5. The Testing and Acceptance Procedure for the MMR System shall be undertaken in accordance with paragraphs 8 - 13 of this Part 3 of Schedule 4 (Test and Acceptance Procedure) and shall commence following the Authority's confirmation that the First Article Inspection Acceptance Criteria have been met.

MMR System Test and Acceptance Activity

6. The Authority shall:

6.1 carry out and complete Test and Acceptance Activity in accordance with the MMR System Test and Acceptance Plan;

6.2 organise and chair a daily Test Review Meeting that will monitor progress against the Test and Acceptance Activity; and

6.3 record all results of completed Test Scripts in a Test Script Report.

7. The Contractor shall:

7.1 provide Demonstration, Certification and/or Evidence as defined in the SRD[7] validation method and requested by the Authority in order to support the MMR System Test and Acceptance Activity;

7.2 provide, which may be via VTC, technical representation to the daily Test Review Meetings; and

7.3 provide Technical Support throughout the MMR System Test and Acceptance Activity.

MMR System Test and Acceptance Procedure

7. As soon as reasonably practicable and in any event, no later than five (5) Working Days after completion of a Test Script, the Authority shall provide the Contractor with a copy of the Test Script Report summarising the Test Script activity undertaken and confirming whether the Test Script Acceptance Criteria has been met. In the event, that any part or all of the Test Script Acceptance Criteria has not been met, the Authority shall provide sufficient detail within the Test Script Report to allow the Contractor to propose a Test Script Rectification Plan to be undertaken by the Contractor in order to meet the Test Script Acceptance Criteria in accordance with Paragraph 8.

[7] Evidence Types defined within the System Requirements Document (SRD).

8. The Parties shall, as soon as reasonably practicable and in any event not more than five (5) Working Days after receipt of the Test Script Report, meet to discuss the Test Script Report. The Contractor shall propose a Test Script Rectification Plan to the Authority to address the comments in the Test Script Report within ten (10) working days of receipt of the Test Script Report. The Authority shall within five (5) Working Days of receipt of the Test Script Rectification Plan confirm that the Test Script Rectification Plan is Accepted by the Authority; or if not Accepted provide sufficient detail to allow the Contractor to provide updates to the Test Script Rectification Plan. The Contractor may then at its discretion resubmit to the Authority within five (5) working days or the Contractor may submit the non-Acceptance of the Test Script Rectification Plan for resolution in accordance with Condition 68 (Dispute Resolution) of the Contract.

9. The Contractor and/or the Authority (as the case may be) shall repeat the testing as and complete any further activity detailed within the Test Script Rectification Plan to produce the Test Script Report for the repeated testing activity. Dates and timings of the repeated testing activity will be determined within the Test Script Rectification Plan.

10. Upon completion of the all of the Test Scripts (and any repeated Test Scripts), the Authority will notify the Contractor if System Acceptance has been achieved via Notice from the Authority's Project Manager no later than 10 (ten) working days after completion of all the Test Scripts (and any repeated Test Scripts)

11. In the event the Contractor has failed to achieve any or all of the Test Script Acceptance Criteria, upon completion of the activities in the Test Script Rectification Plan and repetition of testing (in accordance with Paragraph 9), and System Acceptance cannot be declared (in accordance with Paragraph 10), then the Authority will provide Notice to the Contractor that System Acceptance has not been achieved with sufficient evidence and provision of references to the relevant Test Script Report(s) and Test Script Rectification Plan(s) via the Authority's Project Manager no later than 10 (ten) working days after completion of all the Test Scrips (any repeated Test Scripts).

12. In the event that System Acceptance cannot be declared, then the Authority may terminate the Contract in accordance with Condition 71 (Material Breach) of the Contract.

Schedule 5
Milestone Payment Plan

Milestone Number	Milestone Title	Scope	Acceptance Criteria	ARO DATE	Relative Date	US Content ($)	UK Content (£)
1	Program Initialisation Meeting	Preparation, Conduct and Close of PIM including delivery of initalisation documents. Effort expended to complete PIM and Deliver: RQT-101 Baseline Project Schedule RQT-102 1.2 Project Management Plan RQT-105 Exit Plan RQT-401 Training Management Plan RQT-702 Security Aspect of Design Document RQT-801 CAD Software Files RQT-802 3D Printed Space Models RQT-803 Equipment Interface Control Documents	1. PIM held in line with Supplier's schedule to a mutually agreed date with the Authority, held to the Authorities' satisfaction. 2. PIM Milestone deliverables delivered and completed to the Authorities' acceptance.	< 6 weeks ARO	12-Aug-22	[redacted]	[redacted]
2	First Article Inspection	Per FAI criteria under RQT-804. FAI sets the codification, labeling and delivery model for EDD1 and all subsequent shipments.	1. Upon successful completion of agreed FAI criteria.	4 months ARO	7-Oct-22	[redacted]	-
3A	EDD1 - CES - MP	Delivery of Manpack kits per RQT-804, including: 30 x Manpack Systems including Antennas, Headsets and Ruck sack	1. Upon Delivery to agreed location, TBC.	4 months ARO	15-Oct-22	[redacted]	-
3B	EDD1 - CES - HH	Delivery of Handheld kits per RQT-804, including:	1. Upon Delivery to agreed location, TBC.	4 months ARO	15-Oct-22	[redacted]	-

Milestone Number	Milestone Title	Scope	Acceptance Criteria	ARO DATE	Relative Date	US Content ($)	UK Content (£)
		30 x Handheld Systems, including Antennas, Headsets and holster					
3C	EDD1 - Ancillary Equipment	Delivery of Ancillary Equipment, less batteries, per RQT-804, including: 10x 2-Bay Handheld Battery Chargers 10x 2-Bay Manpack Battery Chargers 15x Advanced Battery Chargers 15x Advanced Battery Charger Handheld Adapters 45x Advanced Battery Charger Manpack Adapters 10x Cloning Cables Handheld 10x Cloning Cables Manpack	1. Upon Delivery to agreed location, TBC.	4 months ARO	15-Oct-22	[redacted]	-
3D	EDD1 - Batteries	Delivery of Spare and Ancillary batteries, per RQT-804, including: 130x Handheld Batteries 130x Manpack Batteries	1. Upon Delivery to agreed location, TBC.	4 months ARO	15-Oct-22	[redacted]	-
4A	Spares Delivery - Radios	Delivery of spare radios per RQT-805, including a TBC quantity of Handheld and Manpack Radios.	1. Upon Delivery to agreed location, TBC.	4 months ARO	15-Oct-22	[redacted]	-
4B	Spares - Non-Radios, less batteries	Delivery of non-radio spares (less batteries) per RQT-805 as defined and agreed upon in the Master Parts List.	1. Upon Delivery to agreed location, TBC.	4 months ARO	15-Oct-22	[redacted]	-
4C	Spares - Batteries	Delivery of batteries per RQT-805, as agreed upon in the Master Parts List.	1. Upon Delivery to agreed location, TBC.	4 months ARO	15-Oct-22	[redacted]	-

Milestone Number	Milestone Title	Scope	Acceptance Criteria	ARO DATE	Relative Date	US Content ($)	UK Content (£)
5A	EDD2- CES - MP	Delivery of Manpack kits per RQT-806, including; 130 x Manpack Systems including Antennas, Headsets and Ruck sack	1. Upon Delivery to agreed location, TBC.	5 months ARO	15-Nov-22	[redacted]	
5B	EDD2- CES - HH	Delivery of Handheld kits per RQT-806, including; 95 x Handheld Systems, including Antennas, Headsets and holster	1. Upon Delivery to agreed location, TBC.	5 months ARO	15-Nov-22	[redacted]	
5C	EDD2 - Ancillary Equipment	Delivery of Ancillary Equipment, less batteries, per RQT-806, including 30x 2-Bay Handheld Battery Chargers 40x 2-Bay Manpack Battery Chargers 55x Advanced Battery Chargers 55x Advanced Battery Charger Handheld Adapters 165x Advanced Battery Charger Manpack Adapters 25x Cloning Cables Handheld 25x Cloning Cables Manpack	1. Upon Delivery to agreed location, TBC.	5 months ARO	15-Nov-22	[redacted]	
5D	EDD2 - Batteries	Delivery of Ancillary batteries, per RQT-806, including; 300x Handheld Batteries 350x Manpack Batteries	1. Upon Delivery to agreed location, TBC.	5 months ARO	15-Nov-22	[redacted]	

Milestone Number	Milestone Title	Scope	Acceptance Criteria	ARO DATE	Relative Date	US Content ($)	UK Content (£)
6	TNA - Training Needs Analysis Stage 2	Per RQT-403, The Contractor shall conduct a Stage 2 Training Needs Analysis (TNA); and RQT-404 Deliver a TNA Stage 2 Report.	1. Upon Completion of Training Needs Analysis - TNA Stage 2 Report delivered in accordance with Training Requirements Serial 3.	6 months ARO	2-Dec-22	[redacted]	[redacted]
7	Integrated Support Plan	As defined by RTT-504 through RQT-512 - The Contractor shall provide an Integrated Support Plan (ISP).	Upon delivery of the Integrated Logistical Support (ILS) - Integrated Support Plan in accordance Schedule 4 Pt 1, and Logistics Requirements Serial 2.	6 months ARO	2-Dec-22	[redacted]	[redacted]
8	Technical Publications	As defined by RQT-513. The Technical Documentation shall provide the information necessary to operate, service, repair and support the MMR PSS throughout its life.	Upon delivery of the Technical Documents in accordance Schedule 4 Pt 1, and Logistics Requirements Serial 3.	8 months ARO	17-Feb-23	[redacted]	[redacted]
9	Training Design Documentation (TDD)	Per RQT-405, The Contractor shall provide Training Design Documentation (TDD) for MMR Conversion and Trade Training	1. Upon delivery of the Training Design Documentation in accordance Schedule 4 Pt 1, and Training Requirements Serial 4.	13 months ARO	21-Jul-23	[redacted]	[redacted]
10	Delivery of Training Solution	Per RQT-409, The Contractor shall deliver the MMR Conversion Training Solution.	1. Upon successful delivery of the MMR Conversation Training Solution.	14 months ARO	18-Aug-23	[redacted]	[redacted]
11A	EDD3 - CES - MP	Delivery of Manpack kits per RQT-807, including; 230 x Manpack Systems including Antennas, Headsets and Ruck sack	1. Upon Delivery to agreed location, TBC.	18 months ARO	15-Dec-23	[redacted]	-

Milestone Number	Milestone Title	Scope	Acceptance Criteria	ARO DATE	Relative Date	US Content ($)	UK Content (£)
11B	EDD3 - CES - HH	Delivery of Handheld kits per RQT-807, including; 225 x Handheld Systems, including Antennas, Headsets and holster	1. Upon Delivery to agreed location, TBC.	18 months ARO	15-Dec-23	[redacted]	-
11C	EDD3 - Ancillary Equipment	Delivery of Ancillary Equipment, less batteries, per RQT-807, including 70x 2-Bay Handheld Battery Chargers 70x 2-Bay Manpack Battery Chargers 110x Advanced Battery Chargers 110x Advanced Battery Charger Handheld Adapters 330x Advanced Battery Charger Manpack Adapters 50x Cloning Cables Handheld 50x Cloning Cables Manpack	1. Upon Delivery to agreed location, TBC.		15-Dec-23	[redacted]	-
11D	EDD3 - Batteries	Delivery of Ancillary batteries, per RQT-807, including; 700x Handheld Batteries 630x Manpack Batteries	1. Upon Delivery to agreed location, TBC.		15-Dec-23	[redacted]	-
12A	EDD4 - CES - MP	Delivery of Manpack kits per RQT-808, including; 260 x Manpack Systems including Antennas, Headsets and Ruck sack	1. Upon Delivery to agreed location, TBC.		15-Mar-24	[redacted]	-
12B	EDD4 - CES - HH	Delivery of Handheld kits per RQT-808, including;	1. Upon Delivery to agreed location, TBC.		15-Mar-24	[redacted]	-

Milestone Number	Milestone Title	Scope	Acceptance Criteria	ARO DATE	Relative Date	US Content ($)	UK Content (£)
		150 x Handheld Systems, including Antennas, Headsets and holster					
12C	EDD4 - Ancillary Equipment	Delivery of Ancillary Equipment, less batteries, per RQT-808, , including 50x 2-Bay Handheld Battery Chargers 80x 2-Bay Manpack Battery Chargers 120x Advanced Battery Chargers 120x Advanced Battery Charger Handheld Adapters 360x Advanced Battery Charger Manpack Adapters 55x Cloning Cables Handheld 55x Cloning Cables Manpack	1. Upon Delivery to agreed location, TBC.		15-Mar-24	[redacted]	-
12D	EDD4 - Batteries	Delivery of Ancillary batteries, per RQT-808, , including; 500x Handheld Batteries 720x Manpack Batteries	1. Upon Delivery to agreed location, TBC.		15-Mar-24	[redacted]	-
13	Final System Acceptance		1. Upon successful completion of Final System Acceptance testing.		17-May-24	[redacted]	[redacted]
						[redacted]	[redacted]

Schedule 6
Change Forms

Part 1 – Request for Quotation (To be Completed by the Authority)

1.	To:		From:	DD/TacSys– **TBN**
2.	Contract No:		Change ID No:	
3.	Title of the Change:			
4	You are requested to provide a Firm price proposal in accordance with Condition 7 (Contract Change Control Procedure) for the requirement detailed below Your Firm Price proposal shall be submitted by:			
4a.	Description of Change (Where applicable a separate Statement of Requirement (SoR) shall be attached and may include, but not be limited to *Acceptance Criteria; Delivery instructions; Quality Standards* : Separate SoR attached Yes/No (delete as appropriate)			
4b.	This Change l is Required to be completed by:			
5.	The Security Classification of this Change is:			
6.	Authority Signatures			
7.	Project Representative Name: Post Signature Date		Commercial Representative Name: Post Signature Date:	

Schedule 6 - Change Forms

Part 2 – Change Proposal (To be completed by the Contractor)

1.	To:	DD/TacSys– **TBN**			From:		
2.	Contract No:				ID No:		
3.	Firm Price (£ Ex VAT)						
3a.	Supporting Information (to include, but not limited to, costs in accordance with SSCR 2014 and DRA 2014, costed risks, assumptions and dependencies, including GFA):						
4.	4a.	Start date:		4b.	Completion Date (no later than) – based on assumed start date:		
4c.	Firm Price Validity:						
5.	Name: Contractor's Commercial Representative				Signed…… Date ……..		

Schedule 6 - Change Form
Part 3 – Authority Decision on a Change Proposal

1.	To:		From:	DD/Batcis **TBN**
2.	Contract No:		ID No:	
3.	a) The Change Proposal is hereby accepted at a Firm Price of £……(Ex VAT) b) The Change Proposal has been rejected for the following reasons: Delete a) or b) as appropriate			
4.	Name: Authority's Project Representative		Signed…… Date ……	
5.	Name: Authority's Commercial Representative		Signed…… Date ……	

Schedule 6 - Change Form

Part 4 – Completion Certificate (To be Completed by Both Parties)

PART 4 - COMPLETION CERTIFICATE (TO BE COMPLETED BY BOTH PARTIES)	
Contractor Representative	
Change ID No…… and all its deliverables have been completed on ……..	
Name:	Appointment:
Signature:	Date:
Authority Representative	
I certify that Change ID No……has been completed and the Contractor is now permitted to submit a claim for payment in accordance with the terms and conditions of the Contract.	
Name:	Appointment:
Signature:	Date:

Annex A to Schedule 6
List of Agreed Change Forms

Change Proposal ID Number	Description	Completion Date	Firm Price (£ Ex VAT)	Payments

Schedule 7

Contractor’s Personnel at Government Establishments

Definitions

1. Reference in this Condition to:

a) 'Government Establishment' or 'site' shall be deemed to include any of Her Majesty's Ships or Vessels and Service Stations;

b) 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and

c) 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

General

2. The following general provisions apply:

a) The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.

b) Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.

c) The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to them prior to entering into the Contract.

Liability In Respect Of Damage To Government Property

3. Without prejudice to the provisions of Condition 56 (Issued Property) of the Contract and of Condition 57 (Loss of or Damage to the Articles), where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of their Representatives, arising from the Contractor's or their Representatives' presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within the Contractor's or their Representatives' reasonable control.

4. The total liability of the Contractor under Clause 3 herein shall be subject to any limitation specified in the Contract. Contractor's Property

5. All property of the Contractor and their Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:

a) where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and

b) here any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefor, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid. Contractor's Representatives

6. The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of their Representatives who may need to enter a Government Establishment

for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:Contractor’s Personnel at Government Establishments Page 3 of 7 a) was not born in the United Kingdom; or b) if they were born in the United Kingdom, were born of parents either or both of whom were not born in the United Kingdom.

7. The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 6 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.

8. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Authority, any Representative of the Contractor shall misconduct themselves, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

9. The decision of the Authority upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

Observance Of Regulations

10. The following provisions apply:

a) The Contractor shall ensure that their Representatives have the necessary probity (by undertaking the Government’s Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of security when employed within the boundaries of a Government Establishment.

b) Where the Contractor requires information on the Government’s Baseline Personnel Security Standard (the Standard) or security clearance for their Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, they shall apply in the first instance to the Project Manager/Equipment Support Manager.

c) On request, the Contractor shall be able to demonstrate to the Authority that the Contractor’s processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.

d) The Contractor shall comply and shall ensure that their Representatives comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Authority on request. e) When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.

Transport Overseas

11. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager/Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes their Representatives to accompany materiel for installation which they are to arrange to be delivered, the Contractor shall make their own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of their Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

Medical Treatment Overseas

12. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

Injuries, Disease And Dangerous Occurrences

13. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under

the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

Dependants Of Contractor's Representatives

14. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

Provision Of Funds Overseas

15. The Contractor shall, wherever possible, arrange for funds to be provided to their Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

Health And Safety Hazard Control

16. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

a) The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:

i. any health and safety hazards associated with the work to be performed by them or any of their Representatives;

ii. any foreseeable risks to the health and safety of all persons associated with such hazards; and

iii. any precautions to be taken by them as well as any precautions which, in their opinion, ought to be taken by the Authority, in order to control such risks.

b) The Authority shall notify the Contractor of:

i. any health and safety hazards which may be encountered by the Contractor or any of their Representatives on the Government Establishment;

ii. any foreseeable risks to the health and safety of the Contractor or any of their Representatives, associated with such hazards; and

iii. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.

c) The Contractor shall notify their Representatives of and, where appropriate, provide adequate instruction in relation to:

i. the hazards, risks and precautions notified by them to the Authority under sub-Clause 16.a);

ii. the hazards, risks and precautions notified by the Authority to the Contractor under sub Clause 16.b); and

iii. the precautions which, in their opinion, ought to be taken by their Representatives in order to control those risks.

d) The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:

i. copies of those sections of their own and, where appropriate, their Representatives' Safety Policies which are relevant to the risks notified under sub-Clause 16.a);

ii. copies of any related risk assessments; and

iii. copies of any notifications and instructions issued by them to their Representatives under sub- Clause 16.c).

e) The Authority shall provide the Contractor with:

i. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b);

ii. copies of any related risk assessments; and iii. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c)

Schedule 8

Government Furnished Assets

TBN

Item.	Description	NSN	Components	Qty	MOD GFX Manager	Period Required for	Date Required

Annex A to

Schedule 8

Data and Format Requirements for PSA Formats

Format

1. The Contractor is not obliged to maintain and report on his PSA records in a format that is different from his original records. Electronic formats are the preferred format for reporting under Clause 1.b) of this Condition. If electronic formats are used for reporting, the following formats are acceptable:

Single MS Access Table

Unformatted MS Excel Spreadsheet

2. Other electronic formats may be suitable, subject to agreement with DBS Finance ADMT - see Box 8 of DEFFORM 111 for points of contact. Reports required under Clause 2 are to be submitted to DBS Finance ADMT - see Box 8 of DEFFORM 111.

Item Record Information

3. A record is required for each item of GFA held by the Contractor from information available to the Contractor provided by the Authority and from the Contractor's own inventory management systems.

Transactional Information

4. Transactional information enables Resource Accounting and Budgeting compliant accounting and informs decisions on future requirements and any assessment for disposal, either to scrap or return to a MOD Depot or Unit. A transactional information record is required for each item held by the Contractor, comprising Serial Nos 1, 2, 3 and 4 identified as the Key Data Fields, which will form the unique record identifier that will be used by the Assets in Industry Data Centre. No aggregation of individual line entries is required to be undertaken by the Contractor for transactional returns.

Serial	Name	Description	Comments
KEY DATA FIELDS			
1a 1b 1c	NATO Stock Number (NSN)	The NSN is to be provided in 3 separate fields, i.e. NSN (4 digits) NC (2 digits) IIN (7 digits)	The NSN is a 13- digit number assigned to an Item of Supply. It consists of the 4-digit NATO Supply Classification (NSC) and the 9-digit National Item Identification Number (NIIN) i.e. Nation Code (NC) + IIN. "Dummy" reference numbers should not be used.
2	Contract Number or identification of authorising document or responsible MOD official's details if there is no contract.	Contract Number under which the contractor holds GFA.	If an item is issued against or transferred to a new Contract or other authorising document, Serial 2 details should be updated. The preceding Contract No field is to be completed at Serial 8.
3	Terms of Issue / Loan Type	Contract Work Item (CWI); Contract Work Arising (CWA); Contract Support Item (CSI); Contract Embodiment Item (CEI).	This is the loan category indicating why industry is holding the asset.
4	Part Number	The Original Equipment Manufacturer's part number for the item	Essential if Serial 1 information is not available. A serial number or unique sequence number should be identified for high value stock items. For JTTE insert Tool No.
GENERAL DATA FIELDS			
5	Domestic Management Code/Inventory Management Code (DMC/IMC)	Unique Identifier used to further identify the main equipment to which an item belongs.	Domestic Management Code examples are; IMC (Sea): 0613 DMC (Land): 1VSM DMC (Air): 10S Note - No DMC/IMC starts with a 0 (zero).
6	Description	A description of the Asset	The description on the issuing paperwork should be used.
7	Unit Of Measure	Each, Pack, etc. for each line	Otherwise known as Denomination of Quantity
8	Preceding Contract No		To be completed if an item is transferred to a new-succeeding contract.
9	JTTE Indicator	"Yes" indicator to reflect that JTTE has passed from DEFCON 23 to DEFCON 611	This indicator is to be flagged when the contractor moves an item off the Condition 60 Register and lists the item in the PSA.
10	Prime Contractor	The Prime Contractor AAC Code should be detailed where the item is being reported by a self-accounting subcontractor	
11	Disposal Indicator	Highlights an item which requires disposal: 1 – Obsolete 2 – Surplus 3 – Disposal instructions requested 4 – Disposal instructions received	May relate to an item identified as obsolete or surplus to requirements, or for which disposal instructions have been received.

12	Asset Location	The name of the Site where the contractor holds the item. This description only needs to detail the name of the site and should not exceed 30 characters.	This field only needs to be populated if the asset is held on a site other than the primary site as the primary site is fixed to the AIMS Number.
13	Remarks		Any remarks pertinent to the item or that will better identify ownership
14	Opening Balance Data	Reporting period start date.	
15	Quantity Embodied		Only to be recorded when the item has been embodied in the product, i.e. at the point in time when the item loses its own identity.
16	Quantity Returned to MOD		This is to include quantity of items scrapped on site or lost in shops (MOD Form 650A), and items authorised for disposal through DSA or otherwise.
17	Quantity Issued - Other		Any other issue of items not covered by serial 14, 15 or 16. The reason for the issue / transfer is to be recorded in the remarks field.
18	Quantity Received		
19	Stocktaking Adjustments	Stock Adjustments (Qty) as a result of stocktaking losses or gains.	
20	Closing Balance	The total quantity in stock at the close of the reporting period	
21	Closing Balance date	Reporting period end date.	

Schedule 9
Representatives

1. **Introduction**

a. In addition to the information in Schedule 22 (*DEFFORM 111*) to the Contract, this Schedule 8 (Representatives) to the Contract contains the points of contacts for the key Representatives from both Parties to the Contract working on the Contract.

b. Changes to this Schedule 9 (*Representatives*) to the Contract will be made by the Authority's Commercial Representative in accordance with Condition 6 (*Amendments to Contract*).

2. **Authority and Contractor Project and Commercial Representatives**

Authority's Project Representative: Authority Delivery Manager (ADM)	
Post	Simon Short
Address:	Ash 0A, #3008, MoD Abey Wood, Bristol, BS34 8JH
E-Mail:	Simon.short103@mod.gov.uk
Telephone No:	07590 053650

Authority Lead User	
Post	
Address:	TBA
E-Mail:	
Telephone No:	

Contractor's Project Representative: Senior Project Manager	
Name:	Tim Handley
Address:	1 Dingley Way, Aerospace Park, Farnborough, Hampshire GU14 6FF
E-Mail:	Tim.handley@L3Harris.com
Telephone No:	01252 983236

Authority's Commercial Representative	
Post	David Fox
Address:	Ash 0A, #3008, MoD Abey Wood, Bristol, BS34 8JH
E-Mail:	David.fox850@mod.gov.uk
Telephone No:	0300 157 0410

Contractor's Commercial Representative	
Name:	Simon Dale
Address:	1 Dingley Way, Aerospace Park, Farnborough, Hampshire GU14 6FF
E-Mail:	Simon.dale@L3Harris.com
Telephone No:	01252 983231

3. **Authority and Contractor Senior Representatives**

Party	**Role**	**Name**
Authority		
Contractor	TBA	

Schedule 10
Contractor's Commercially Sensitive Information

ITN Ref No: BATCM/0322
Description of Tenderer's Commercially Sensitive Information: Pricing and other commercially sensitive information.
Cross Reference(s) to location of sensitive information in Tender: • MMR QDC CWB v1 20.05.2022 • Schedule 2 – Schedule of Requirements, PART A DEFFORM 111, Tables1 2, 3, 4. • Schedule 5 – Milestone Payment Plan
Explanation of Sensitivity: L3Harris Technologies Inc is an international organisation operating globally. We would not permit our competitors and other customers to gain visibility of UK MoD pricing.
Details of potential harm resulting from disclosure: Breach of L3Harris Technologies Inc request for Commercial Sensitivity and right to confidentiality would render our pricing uncompetitive.
Period of Confidence (if applicable): 5 years after contract expiry.
Contact Details for Transparency / Freedom of Information matters: Name: Simon Dale Position: Lead, Contracts Manager Address: 1 Dingley Way, Aerospace Park, Farnborough, Hampshire GU14 6FF Telephone Number: 01252 983231 Email Address: simon.dale@L3Harris.com

Schedule 11

Security Aspects Letter

Schedule 11 redacted in its entirety

Schedule 12
Security Matters

OFFICIAL and OFFICIAL- SENSITIVE Security Condition for UK Contracts
(as referenced in Condition 47 (Official Sensitive Security Requirements)

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: SPODSR-STInd@mod.gov.uk).

Definitions

2. The term *"Authority"* for the purposes of this Annex means the HMG Contracting Authority.

3. The term *"Classified Material"* for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

https://www.gov.uk/government/publications/industry-security-notices-isns.

http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf

https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK

OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a *"need-to-know"*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

https://www.ncsc.gov.uk/guidance/tls-external-facing-services

Details of the CPA scheme are available at:

https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa

18 Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any

explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

https://www.ncsc.gov.uk/guidance/10-steps-cyber-security.

23 As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of *"least privilege"* will be applied to System Administrators. Users of the IT System (Administrators) should not conduct 'standard' User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

(1) Up-to-date lists of authorised users.

(2) Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be *"strong"* using an appropriate method to achieve this, e.g. including numeric and *"special"* characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1) The following events shall always be recorded:

(a) All log on attempts whether successful or failed,

(b) Log off (including time out where applicable),

(c) The creation, deletion or alteration of access rights and privileges,

(d) The creation, deletion or alteration of passwords.

(2) For each of the events listed above, the following information is to be recorded:

(a) Type of event,

(b) User ID,

(c) Date & Time,

(d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

(1) Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),

(2) Defined Business Contingency Plan,

(3) Data backup with local storage,

(4) Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),

(5) Operating systems, applications and firmware should be supported,

(6) Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a *"Logon Banner"* will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

"Unauthorised access to this computer system may constitute a criminal offence"

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or *"un-trusted"* systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25 Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.

25. encrypted laptops and drives containing personal data are not to be taken outside of secure sites[8]. For the avoidance of doubt the term *"drives"* includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

26. any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

[8] Secure Sites are defined as either Government premises or a secured office on the contractor premises.

28. Portable CIS devices holding the Authorities' data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

JSyCC WARP Contact Details

Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions)

RLI Email: defencewarp@modnet.rli.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 30 6770 2185

JSyCC Out of hours Duty Officer: +44 (0) 7768 558863

Mail: JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf

Sub-Contracts

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 30 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

34. Contractors wishing to release any publicity material or display hardware that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

https://www.gov.uk/government/publications/industry-security-notices-isns

Audit

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Schedule 13

Contract Meetings, Reporting and Contract Management

Governance and Management Framework

1. General

1.1 Without prejudice to any of the rights or obligations of either Party under this Contract, the purpose of this Schedule 13 *(Contract Meetings and Reporting)* to the Contract is to set out the meetings and reporting required under the Contract.

2. Meetings

2.1 The Contractor shall support and attend the following meetings, the details of which are set out at Annex A to this Schedule 13 *(Contract Meetings and Reporting)* to the Contract*:*

(1) Contract start up meeting/Project Initiation Meeting (PIM)
(2) Monthly Performance Meeting (MPM)
(3) Project Safety and Environmental Panel Meetings (PSEP)
(4) Training Needs Analysis Steering Group (TNASG)
(5) Training Working Group (TWG)
(6) Land Warfare Centre Land Environment Tactical CIS Defence Lead Trade Training Design Authority Steering Group (LWC LE TacCIS Defence Lead Trade Training TDASG)
(7) Test and Acceptance Working Group (TWAG)
(8) Logistic Support Committee (LSC)
(9) Test Review Meetings (TRM)
(10) Security Working Group (SWG)

2.2 The Contractor shall ensure that suitably empowered and qualified personnel attend the Contract start-up/Project Initiation meeting within twenty (20) Business Days of the Effective Date, and thereafter the meetings and frequency of the meetings set out at Annex A to this Schedule 13 (Contract Meetings, Reporting and Contract Management) to the Contract or at the agreement of both Parties, less frequent if the need should arise.

2.3 The meetings will be held at the Contractor's premises, or at any other appropriate location agreed between the Parties should the need arise.

2.4 The Authority's Project Manager or a nominated deputy, will chair all meetings (hereinafter the "Chair").

2.5 The Contractor shall provide the secretariat for the meetings to take the minutes and record actions. The Contractor shall issue a calling notice and provide an agenda at least five (5) Business Days before each meeting to all attendees of the meeting. A copy of the draft minutes shall be submitted by the Contractor to the Chair for approval no later than five (5) Business Days after each meeting. The Chair shall agree or amend the minutes in writing within five (5) Business Days of receipt of the draft. Once agreed and no later than five (5) Business Days after such agreement is received by the Contractor, they shall be circulated by the Contractor to all invitees to the meeting, including those who were invited but did not attend.

2.6 The Contractor's costs associated with their attendance at all meetings during the Contract shall be within the Contract price.

2.7 Should it be deemed necessary, ad hoc meetings to cover specific aspects of the Contract may be called by either Party. If such a meeting is called the following shall apply:

(1) Attendance is mandatory but shall be arranged by mutual agreement between the Parties

(2) At least five (5) Business Days' notice shall be given by the Party calling the meeting to the other Party

(3) An agenda shall be prepared and distributed by the Party calling the meeting at least twenty-four (24) before the start time of the meeting

(4) All other provisions of Paragraphs 2.b to 2.f above, shall apply to ad hoc meetings.

3. Codes of Conduct (CoC)

3.1 Within two (2) weeks from the Effective Date the Contractor shall submit to the Authority's Project Manager a draft set of the CoC for the purpose of the meetings to be convened under the Contract. The draft CoC shall be discussed and agreed between the Parties during the Contract Start Up Meeting.

3.2 Throughout the Term, the Contractor and the Authority shall each abide by the CoC.

4. **Routine Lines of Communication**

4.1. The Authority's Project Manager will be the day-to-day point of contact for the Contractor and, as such, the Contractor shall communicate with the Authority's Project Manager unless such communications are of a commercial nature (when such communications shall be referred to the Authority's Commercial Manager) unless otherwise stipulated in this Contract.

5. **Issue Management and Dispute Resolution**

5.1 The Authority and Contractor will ensure that issues are dealt with promptly and at the lowest authorised level within their organisations. Both parties will ensure that:

(1) Issues are resolved by working together in the most cost-effective manner

(2) Issues are addressed promptly with a view to minimising the impact of the delivery of services and avoiding formal disputes arising

(3) Issues are dealt with in an open, constructive and respectful manner

(4) Ensure issues can be resolved through normal day-to-day working and escalated through the governance arrangements identified at Paragraph 3.1.1, if required.

5.2 The Parties shall ensure that any issue referred to in a governance meeting is supported by sufficient information and evidence to support resolution of the issue. Agreed decisions shall be captured in the MMR Action Log.

5.3 Where an issue is escalated through the governance meetings detailed at Annex A and a resolution cannot be agreed, the matter will be categorised as a Dispute and subject to Condition 68 (Dispute Resolution) of the Contract.

6. **MMR Action Log**

6.1 An MMR Action Log shall be maintained by the Contractor for review at the MMR Monthly Progress Meetings. The MMR Action Log shall contain the details within the Monthly Performance Report.

6.2 Parties shall ensure that any issue referred to in a governance meeting is supported by sufficient information and evidence to support resolution of the issue. Agreed decisions shall be captured in the meetings the MMR Action Log.

7. **Terms of Reference for Contract Management**

7.1 The Parties shall ensure that that their respective representatives (as detailed in Part 2) at any meeting have a sufficient level or seniority, responsibility, authority and availability to allow the meeting to carry out its business.

7.2 Unless otherwise agreed by the Parties, any meeting will be a meeting in person, unless otherwise stated in this Schedule 13. If a Party requests that a meeting takes place via conference call, then the other party shall not unreasonably withhold its consent to such request.

7.3 The decisions taken by, actions of and any failure to act by persons attending meetings shall not in any way relieve either Party from any of their obligations under this Contract, nor shall they constitute a Change or make the Authority responsible for any additional cost or expense or create any liability on the Authority (unless expressly agreed in writing by the Authority at the time of, or subsequent to, such decision, action or failure to act).

7.4 Where a meeting decision requires amendment to the Contract or any documentation referred to pursuant to the Contract, such decision shall not be deemed to be final and binding on the Parties unless and until the Contract or such other documentation as may be referred to under the Contract has been amended in accordance with Condition 6 (Amendments to Contract).

7.5 The Authority may call an ad hoc meeting if it reasonably believes that such a meeting is required on providing a minimum of five (5) Business Days' notice. Each Party will use best endeavours to ensure than any ad hoc meeting is quorate.

8. Contract / Performance Manager

8.1 The Parties shall each nominate a contract/performance manager (the "Contract Manager"), with prime responsibility for:

(1) monitoring and assessing the Contractor's performance of the Contract Deliverables;

(2) monitoring the Authority's performance against Government Furnished Asset obligations (as detailed in Schedule 8 (Government Furnished Assets));

(3) the management of the Contract, including management of issues arising under the Contract;

(4) identifying changes to be progressed under the contract change process described in Condition 6 (Amendments to Contract) and Condition 7 (Contract Change Control Procedure)); and

(5) ensuring that appropriate and effective relationships are maintained between both Parties.

8.2. Both Parties shall endeavour to have a commercial member of their team present for all meetings.

Annex A : MMR Governance Meetings

Meeting	Frequency	Meeting Description	– Contractor Input and Outputs
Project Initiation Meeting (PIM)	No later than 6 (six) weeks after Contract Award	a. The Contractor shall schedule and co-chair the meeting with the Authority's Project Manager. The Contractor shall agree the proposed meeting date with the Authority within 10 (ten) Working Days of the proposed meeting date. The Contractor shall supply the agenda and present the meeting pack. b. The meeting will take place at the Contractor's premises. Authority attendees: MMR Project Manager; MMR Contract Manager; MMR Finance Manager; Subject Matter Experts. Contractor attendees: Contractor Project Manager; Contractor Contract Manager; Subject Matter Experts. The meeting pack shall be provided via Microsoft PowerPoint or equivalent	Inputs: 10 (ten) Working Days prior to the PIM. The Contractor shall provide a meeting pack which shall include the following: Agenda; MMR Action Log template; Summary of the following project initiation contract deliverables: Project Management Plan; Baseline Project Schedule; Training Management Plan; Safety and Environmental Management Plan; Security Aspects of Design Document. The Authority will provide feedback on the on the meeting pack within 5 (five) Working Days. Outputs: 5 (five) Working Days after the PIM the Contractor shall issue to the Authority: Updated MMR Action Log; Record of Decisions (RoDs). Acceptance of the meeting outputs will in accordance with Schedule 4 *(Acceptance Procedure)*
Monthly Performance Meeting (MPM)	Monthly, starting 1 (one) month after the PIM. –	The Contractor shall schedule and co-chair the meeting with the Authority's Project Manager. The Contractor shall agree the proposed meeting date with the Authority within ten (10) Working Days of the proposed meeting date. The Contractor shall supply the agenda prior to the meeting and present the meeting pack. Meeting pack will be provided via Microsoft PowerPoint or equivalent. Meeting will take place using Microsoft Teams (or agreed alternative tool) for Video Tele	Inputs: 5 (five) Working Days prior to the MPM. The Contractor shall provide a monthly performance meeting pack which shall include: Agenda; Presentation of the key points from the Monthly Performance Report; MMR Action Log. Outputs: 5 (five) Working Days after the MPM, the Contractor shall issue to the Authority: Updated MMR Action Log; RoDs

Meeting	Frequency	Meeting Description	– Contractor Input and Outputs
		Conferencing (VTC). At least 1 (one) in 4 (four) of the MPMs will be held at the Contractor's Premises unless otherwise agreed as per Para 5.2. Authority attendees: MMR Project Manager; MMR Commercial Manager; MMR Finance Manager; Subject Matter Experts. Contractor attendees: Contractor Project Manager; Contractor Commercial Officer; Subject Matter Experts. Meeting structure: Introduction; Executive summary; Action review; Project management; Commercial and finance; Quality and configuration Management; Change management; Safety and environmental management; Training; Logistics; Test and evaluation; Security; Equipment.	Acceptance of the meeting outputs will in accordance with Schedule 4 *(Acceptance Procedure)*
Project Safety and Environmental Panel (PSEP) Meeting	Quarterly, at least 1 (one) month after the Project Initiation Meeting.	The Authority will schedule the meeting and notify the Contractor within ten (10) Working Days of the proposed meeting date. The Contractor shall attend and present the meeting pack. – Meeting will take place either at the Authority's premises or as agreed using	Inputs: 5 (five) Working Days prior to the PSEP meeting. The Contractor shall provide a meeting pack that will provide sufficient detail to understand: – Progress on the Safety and Environmental Contract Deliverables since the previous PSEP meeting including draft versions of the Safety and Environmental Contract Deliverables where possible and appropriate;

Meeting	Frequency	Meeting Description	– Contractor Input and Outputs
		Microsoft Teams (or agreed alternative tool) for VTC in accordance with Para 5.2. Meeting pack will be provided via Microsoft PowerPoint or equivalent. Authority attendees: As per PSEP Terms of Reference. Contractor attendees: Suitably qualified and experienced: – Safety practitioner; – Environmental practitioner; – ad-hoc attendance from Subject Matter Experts.	– Plan for the following quarter covering Safety and Environmental Contract Deliverables; – Risk, issues, dependencies and opportunities relating to Safety and Environmental Contract Deliverables; – MMR Action Log. – Outputs: 5 (five) Working Days after the PSEP meeting issue to the Authority, the Contractor shall issue: – Updated MMR Action Log. – – – Acceptance of the meeting outputs will in accordance with Schedule 4 – *(Acceptance Procedure)*
Training Needs Analysis Steering Group (TNASG)[9] Training Working Group (TWG) Land Warfare Centre Land Environment Tactical CIS Defence Lead Trade Training Design Authority Steering Group (LWC LE TacCIS Defence	Each meeting is held quarterly, starting at least 1 (one) month after the PIM.	The Authority will schedule the meeting and notify the Contractor within 10 (ten) Working Days of the proposed meeting date. The Contractor shall attend and present the meeting pack. – – Meetings will take place either at the Authority's premises or as agreed using Microsoft Teams (or an agreed alternative tool) for VTC in accordance with Para 5.2 –	Inputs: 5 (five) Working Days prior to the training meetings. The Contractor shall provide a meeting pack that will provide sufficient detail to understand – Progress on the Training Contract Deliverables since the previous meeting including draft versions of Training Deliverables where possible and appropriate; – Plan for the following quarter covering Training Deliverables; – Risk, issues, dependencies and opportunities relating to Training Contract Deliverables; – MMR Action Log –

[9]

Meeting	Frequency	Meeting Description	– Contractor Input and Outputs
Lead Trade Training TDA SG)		Meeting pack will be provided via Microsoft PowerPoint or equivalent. Authority attendees: As per TNASG and TWG Terms of Reference. Contractor attendees: Suitably qualified and experienced Subject Matter Experts.	– Outputs:5 (five) Working Days after the PSEP meeting, the Contractor shall issue to the Authority: – Updated MMR Action Log. – – Acceptance of the meeting outputs will in accordance with Schedule 4 (Acceptance Procedure)
Logistic Support Committee	– Every 2 (two) months, starting at least 1 (one) month after Project Initiation Meeting.	The Contractor shall schedule and co-chair the meeting with the Authority's Integrated Logistical Support Manager (ILSM). The Contractor shall agree the proposed meeting date with the Authority within 10 (ten) Working Days of the proposed meeting date. The Contractor shall supply an agenda and present the meeting pack. The meeting pack will be provided via Microsoft PowerPoint or equivalent. – Meeting will take place using Microsoft Teams (or agreed alternative tool) for VTC. Authority attendees: As per Logistic Support Committee Terms of Reference. Contractor attendees: Suitably qualified and experienced Subject Matter Experts.	– Inputs: 10 (ten) Working Days prior to Logistic Support Committee meeting. The Contractor shall provide an agenda and a meeting pack that provides sufficient detail to allow the Authority to understand – Progress on Logistic Contract Deliverables since the previous Logistic Support Committee meeting including draft versions of the Logistic Contract Deliverables where possible and appropriate; – Delivery plan for the following two-months covering the Logistic Contract Deliverables; – Risk, issues, dependencies and opportunities relating to the Logistic Contract Deliverables; – MMR Action Log. – – The Authority will provide feedback on the meeting pack within 5 (five) Working Days. – – Outputs: – 5 (five) Working Days after the Logistic Support Committee meeting issue to the Authority: – Updated MMR Action Log; – RoDs –

Meeting	Frequency	Meeting Description	– Contractor Input and Outputs
			– The Authority will provide feedback on RoDs within 5 (five) Working Days. – – Acceptance of the meeting outputs will in accordance with Schedule 4 *(Acceptance Procedure)*
Test and Acceptance Working Group (TWAG) meetings	Every 2 (two) months, starting at least 1 (one) month after Project Initiation Meeting.	The Authority will schedule the meeting and notify the Contractor within Ten (10) Working Days of the proposed meeting date. The Contractor shall attend and present the meeting pack to the TWAG. – Meeting will take place either at the Authority's premises or as agreed using Microsoft Teams (or agreed alternative tool) for VTC in accordance with Para 5.2 Meeting pack will be provided via Microsoft PowerPoint or equivalent. Authority attendees: As per TAWG Terms of Reference. Contractor attendees: Suitably qualified and experienced Subject Matter Experts.	Inputs: 5 (five) Working Days prior to the TWAG meetings. The Contractor shall provide a meeting pack that provides sufficient details for the Authority to understand: – Progress on test and acceptance activities since the previous TAWG meeting; – Plan for the following two months covering test and acceptance activities; – Risk, issues, dependencies and opportunities relating to the test and acceptance activities; – MMR Action Log. – Outputs: – 5 (five) Working Days after the TWAG meeting, the Contractor shall issue to the Authority: – Updated MMR Action Log. – – Acceptance of the meeting outputs will in accordance with *Schedule 4 (Acceptance Procedure)*
Test Review Meeting	Daily during System Test and Acceptance Activities Weekly when System Test and Acceptance Activities are not actively ongoing,	The Contractor shall attend the Test Review Meetings and provide technical support to remove immediate obstacles that are impeding progress of the completion of Test Scripts. Meetings will take place either at the Authority's premises or as agreed using Microsoft Teams (or agreed alternative tool) for VTC in accordance with Para 5.2 No meeting pack required.	Inputs: The Contractor shall provide progress updates - Requests for certification and /or evidence and/or demonstration. - Contractor activities noted in Test Script Rectification Plan as required.

Meeting	Frequency	Meeting Description	– Contractor Input and Outputs
	butTest Script Rectification Plans are being enacted	Authority attendees: - Requirements Manager; - Test Engineer; - Ad-hoc attendance of operator and TDU representatives; - Ad-hoc attendance of SMEs. Contractor attendees: - Suitably qualified and experienced Subject Matter Experts.	
Security Working Group (SWG) meetings	Quarterly, starting at least 1 (one) month after Project Initiation Meeting.	The Authority will schedule the meeting and notify the Contractor within 10 (ten) Working Days of the proposed meeting date. The Contractor shall attend and present the meeting pack to the SWG as required. – – Meeting will take place either at the Authority's premises or as agreed by using Microsoft Teams (or agreed alternative tool) for VTC in accordance with Para 5.2 Meeting pack will be provided via Microsoft PowerPoint or equivalent. Authority attendees: As per SWG Terms of Reference. Contractor attendees: Suitably qualified and experienced Security Subject Matter Expert.	Inputs: 5 (five) Working Days prior to the SWG meetings. The Contractor shall provide a meeting pack that provides sufficient details for the Authority to understand: – Progress on Security Contract Deliverables since the previous SWG meeting; – Plan for the following quarter covering the Security Contract Deliverables; – Risk, issues, dependencies and opportunities relating to the Security Contract Deliverables; – MMR Action Log. – Outputs: – 5 (five) Working Days after the SWG meeting issue to the Authority: – Updated MMR Action Log. – Acceptance of the meeting outputs will in accordance with Schedule 4 (*Acceptance Procedure)*

Schedule 14

Intellectual Property Rights

Part 1 - Inventions and Designs

2. The provisions of either of Clause 2 and Clause 3 hereof or of Clause 3, only as applicable to the Security Grading of the Contract, shall apply in relation to any invention or design made in the course of or resulting from work carried out by the Contractor under the Contract (hereinafter respectively referred to as 'the invention' and the 'design').

Part A - Contracts For Work Classified As 'Official-Sensitive' Or Higher

2. Where any invention or design, to which the provisions of this condition apply, is made outside the UK and where local laws so require, any application may, notwithstanding the provisions of sub-clause 3.c of this condition, be made under conditions of secrecy at the local Patent Office of the territory where the invention or the design was made. Where local laws so require, the supply of a copy of the application under sub-clause 6.a of this condition shall be subject to any necessary approval of the local Patent Office but the application number and date of filing shall be notified to the Authority in all cases.

3. The Contractor shall ensure that he and any Patent Agent or Attorney engaged by him shall treat the invention or design as bearing a Security Classification at least as high as the work to which it relates pending formal determination of its appropriate classification.

a. The preparation and filing of applications to which this Clause 3 relates shall be handled by the Contractor's own Patent Department[10] under the conditions of security applicable under the Contract. If the Contractor does not have his own Patent Department he shall, before initiating the preparation of any application, secure the written Agreement of the Authority (1) as to the Patent Agent or Attorney that he proposes to employ for the preparation and filing of such an application.

b. Every application to which this clause 3 relates, whether filed by the Contractor or by a Patent Agent or Attorney engaged by him, shall be filed direct with the Security Section of the UK Patent Office, who shall be notified at the time of filing that the invention or design forming the subject of the application is related to classified Government work. The notification shall also quote the number of the Contract and the name and address of the Authority.

4. For the purposes of Clause 85.3 of the Contract any patent application made in accordance with Clauses 2 and 3 above shall be considered to have been made with the prior consent of the Authority.

Part B – All Contracts

5. The Contractor shall ensure, to the extent he is legally able to do so, that any invention to which this Condition relates and made by an employee of the Contractor in the course of duties as defined in Section 39(1) of the Patents Act 1977 and any design to which this Condition relates and made by an employee of the Contractor shall vest in the Contractor.

6.

6.1 The Contractor shall within 45 days of filing a first patent application or any subsequent patent application claiming priority from a first patent application and directed towards obtaining protection in the UK (including a European Patent Application or an International Patent Application designating the UK) for the invention or any application for registration of the design provide the Authority (1) with a copy of that application together with the number of the Contract.

6.2 The Contractor shall promptly notify the Authority if he becomes aware of any application as aforesaid by any person who is, or has been, an employee or agent of the Contractor or a subcontractor and provide the Authority with relevant particulars insofar as he can obtain them and has the right to provide them.

7. If an employee of the Crown is a joint inventor of the invention or part author of the design to which any application as is referred to in Clause 6 above relates and the portion of or share in the

[10] The agreement of the Authority is to be sought from and the information addressed to: Patent Security Unit, Directorate of Intellectual Property Rights, Poplar 2 #2214, MOD Abbey Wood, BRISTOL BS34 8JH

invention or design made by that employee belongs to the Crown and neither the Crown nor that employee is the person, or one of the persons, making the application, the Contractor shall if so requested by the Authority take all such steps and do all such things as are in his power and as may be necessary to ensure either that the Authority or the employee concerned joins in the application or, at the option of the Contractor, and if the application is one for a patent, that it is either withdrawn or amended by the deletion from the application of any reference to that part of the invention made by the employee of the Crown, or, if the application is one for a Registered Design, that it is withdrawn.

8. If an employee of the Crown is a party to any such application as is mentioned in clauses 6 and 7 above and the Authority so requests, the Contractor shall at the expense of the Authority take such reasonable steps as are in his power and may from time to time be necessary to ensure that the Authority is substituted for the employee of the Crown as co-applicant and shall give all such consents and do all such things as may from time to time be necessary to enable the employee of the Crown to assign to the Authority his interest in the application and in any Patent or Registered Design granted pursuant thereto, provided that the Contractor is not required by this Condition to consent to any assignment other than that specifically referred to herein.

9. Subject to the provisions of clauses 7 and 8 above and to the rights of the Authority as set out in Clause 10 below the invention or design shall belong to the Contractor.

10. Any Government Department and any person authorised by a Government Department may in any part of the world do in relation to the invention any act as defined in Section 55(1) (a) to (e) of the Patents Act 1977 or use the design for the services of the Government of the United Kingdom.

11. Subject to Clause 18 the Contractor shall not be entitled to any payment whatsoever in respect of anything done in accordance with Clause 10 above (whether by the Authority, a Government Department or any person whomsoever) and if any directions relating to the invention are given under Section 22(1) or 22(2) of the Patents Act 1977 the Contractor shall not have any claim for any such compensation as is mentioned in Section 22(7)(b).

12. If any question under this Condition shall arise between the Contractor and the Authority as to whether an employee of the Crown is a joint inventor of the invention or a part author of the design or as to whether the invention or design was made in the course of or resulted from work carried out by the Contractor under the Contract, that question shall be referred for decision to such person as may be agreed upon between the Contractor and the Authority or in default of such agreement as may be appointed by the President for the time being of the Chartered Institute of Patent Agents, and the decision of any such person on that question shall be final and conclusive.

13. The Contractor shall at the request and expense of the Authority take all such reasonable steps as are within his power and may from time to time be necessary to enable the Authority to register in the UK Patent Office or elsewhere its interest in the invention or design[11]

14. The rights conferred by this Condition shall be in addition to and not in derogation of the rights exercisable by virtue of Sections 55 to 59 of the Patents Act 1977 and Section 12 of the Registered Designs Act 1949.

15. In this Condition references to a Government Department are references to a Department of Her Majesty's Government in the United Kingdom.

16. The foregoing provisions of this Condition shall have effect both during the period the Contractor is carrying out the other provisions of the contract and at all times thereafter.

17. The Contractor shall include, in any subcontract which he may enter into for the purpose of the Contract, provisions as in this Condition, but with the substitution therein of references to the subcontractor for references to the Contractor, and of references to the subcontract for references to the Contract, and the Contractor shall at all times use all reasonable endeavours to secure the full and effectual observance by the subcontractor of those provisions and that the Authority and all Government Departments obtain the benefit thereof, and to advise the Authority if he becomes aware of any breach of the provisions. Provided that this Clause shall only apply to any subcontract for the carrying out of any work for research, design or development under the Contract.

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[11]. Any communication from the Authority to the Contractor on the subject of Clause 13 is to be addressed to the Contractor's address for service for the application.

18. Nothing herein shall prejudice the rights of either party arising otherwise than by virtue of this Condition.

Part 2 - Intellectual Property Rights in Software

Ownership

1. The Contractor shall use all reasonable endeavours to ensure that all IPR in any Software generated under the Contract shall be the property of and vest in the Contractor, subject to any pre-existing rights of the Crown or of third parties

User Rights and Related Payments

2. The following user rights and related terms apply:

a. The Contractor grants to the Authority and all other United Kingdom Government Departments to the extent that he has the right to do so, the right, exercisable without payment to the Contractor:

iii. to copy, modify and use any Deliverable Software for the services of the United Kingdom Government, whether by themselves, their agents or their contractors;

iv. to issue any Deliverable Software or copies of any Deliverable Software to any contractor or potential contractor to the United Kingdom Government for the purpose of use only in connection with a contract or the tendering for a proposed contract for a United Kingdom Government purpose.

b. The Contractor shall notify the provisions of sub-Clause 3b) but notwithstanding the provisions of sub-Clause 6.b), the Contractor grants to the Authority the right to issue the Deliverable Software, in whole or in part, or a copy thereof, only to the government(s) of the nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use Deliverable Software so released for other than information purposes or to disclose it to a third party. Provided that, where the supply of Source Code is contemplated, and subject to any pre-existing rights of the Authority, this sub-Clause 3.e) shall Authority as soon as he becomes aware of any limitations as to the use of any Deliverable Software the IPR in which are owned by the Contractor or a third party. The Contractor shall also give to the Authority full details of the provisions of such limitations and any associated cost as soon as he becomes aware of them.

c. Except as provided for by sub-sub-Clause 5.a)ii the Authority shall have a right to exercise any of the rights referred to at sub-Clause 3.a) in respect of Deliverable Software notified to the Authority in accordance with sub-Clause 3.b) the IPR in which are owned by the Contractor, subject to fair and reasonable terms. The exercising of any such right shall not be conditional upon prior agreement on the need for, the amount of or the making of any payment therefore.

d. The Contractor shall, if requested to do so by the Authority, endeavour to secure for the Authority those rights listed at sub-Clause 3a) in Deliverable Software notifiable to the Authority in accordance with sub-Clause 3b) the IPR in which are owned by a third party on terms and conditions to be agreed with or approved by the Authority.

e. Subject to the only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract.

Other Software Generated Under The Contract

3. In respect of other Software generated under the Contract

a. Should, during the Relevant Period, the Authority require the Contractor to deliver any Software generated under the Contract but which is not Deliverable Software:

i. where the Contract has yet to be priced or has been or is to be priced on a non-risk basis, then such Software as is required by the Authority shall be delivered by the Contractor to the Authority within a reasonable period as a minimum as it exists at the date on which the Authority makes its requirement known in writing to the Contractor and from that date such Software shall be deemed to be Deliverable Software;

ii. where the Contract has been priced on a risk basis, whether by negotiation or under competition, then such Software as is required by the Authority shall be delivered by the Contractor to the Authority within a reasonable period and on fair and reasonable terms as a minimum as it exists at the date on which the Authority makes its requirements known in writing to the Contractor and from that date such Software shall be deemed to be

Deliverable Software (except for the purposes of Clause 9) provided always that the Authority shall not be liable to pay more than once for the supply of Software required by the Authority. Delivery to the Authority shall not be conditional upon prior agreement on the need for, the amount of, or the making of any payment therefor.

b. Notwithstanding anything to the contrary herein, other than in respect of any actual or alleged infringement of copyright, breach of confidence or IPR-related breach of contract, the Contractor shall have no liability whatsoever in respect of any consequence arising from the possession or use by or on behalf of the Authority of any such Software which is deemed to be Deliverable Software pursuant to sub-Clause 4.a) above.

Subsequent Deliveries Of Software

4. In respect of subsequent deliveries of Software:

a. During the Relevant Period, the Contractor shall at the request and to the requirements of the Authority and to the extent he is able to do so in relation to third party software:

i. deliver further copies of the Deliverable Software to the Authority at a reasonable charge based on the cost of providing such copies;

ii. where the Contractor is unable or unwilling to support, maintain or modify the Deliverable Software, deliver all Software, including such records as are specified in sub-Clause 5.c) necessary for the Authority, its contractors or agents to independently support, maintain or modify the Deliverable Software for the services of the United Kingdom Government. All such Software shall be supplied on fair and reasonable terms, but delivery shall not be conditional upon prior agreement on the need for, the amount of or the making of any payment therefor.

b. The Contractor shall retain for the Relevant Period a copy of such Software as is required for the performance of his obligations under sub-Clause 5.a.

c. If the Software generated under the Contract is subsequently modified by or on behalf of the Contractor for the Authority, the Software to be retained under sub-Clause 5.b)shall be the latest modified version and any other version that may be specified by the Authority no later than the time of delivery of the succeeding modified version. The Contractor shall additionally maintain sufficient records to enable the changes introduced by each such modification to be identified so as to provide traceability back to the version originally accepted by or for the Authority.

Confidentiality

5. In respect of confidentiality:

a. The Authority undertakes to

iii. receive and hold in confidence all Deliverable Software;
iv. enforce all reasonable regulations and precautions upon the officers, agents, contractors and employees of the Authority and of all other United Kingdom Government Departments in order to preserve the confidential nature of the Deliverable Software;
v. not disclose the Deliverable Software outside United Kingdom Government Departments and Establishments, except as expressly permitted by any other provision of this Condition or otherwise expressly agreed in writing by the Contractor.

b. The Authority shall, subject to sub-Clauses 6.c) and 6.d) before disclosing any Deliverable Software outside United Kingdom Government Departments and Establishments make it a pre-requisite of the disclosure, unless otherwise agreed in writing by the Contractor, that the recipient shall enter into a confidentiality agreement with the Contractor whereby the recipient's use of the Deliverable Software is limited to use for the services of the United Kingdom Government. A confidentiality agreement shall be concluded within 30 days, or whatever other period as may be mutually agreed by the Authority and the Contractor, of the Authority giving written notice to the Contractor of his intention to make the disclosure. If a confidentiality agreement is not concluded within that period then, notwithstanding the absence of a confidentiality agreement, the Authority shall have the right to make the disclosure on condition that in making the disclosure, the Authority shall place upon the recipient an obligation of confidence and a limitation of use as aforesaid. In these circumstances the Authority shall:

i. consult with the Contractor on the measures to be employed to protect any trade secrets, know-how or other information in the Deliverable Software;
ii. have regard to any representation made by the Contractor at any time before disclosure takes place as to the protection of any trade secrets, know-how or other information in the Deliverable Software;
iii. Give consideration to any proposals the Contractor may make for:

1. the preparation of a special version of the Deliverable Software;

2. the disclosure of the Deliverable Software in parts or stages;

3. restrictions on the circulation, copying or use of the Deliverable Software to be disclosed

c. The obligations imposed by sub-Clauses 6.a and 6.b of this Condition shall not apply to such of the Deliverable Software that:

i. is, or becomes, rightfully in the possession of the Authority without relevant restrictions;
ii. is in or enters the public domain without breach of the Contract and is available for unrestricted use
iii. is received by the Authority from a third party who himself has the right to disclose without relevant restrictions;
iv. is or was independently developed by the Authority;
v. is approved by the Contractor, in writing, for unrestricted release by the Authority.

d. Notwithstanding the provisions of this Condition relating to the disclosure of the Deliverable Software, the Authority shall be entitled to disclose the Deliverable Software after notification in writing to the Contractor by a Director of Contracts in person that he considers it to be in the national interest to do so. Save where the Authority considers the immediate disclosure is in the national interest, the Authority will endeavour to give the Contractor a reasonable opportunity to make representations about such disclosure. However, the Authority's decision shall be final and conclusive. In making the disclosure in this circumstance the Authority shall place upon the recipient an obligation of confidence and a limitation of use as set out in sub-Clauses 6.a and 6.b

Output

6. In respect of output from the Deliverable Software:

a. Subject to the rights of the Contractor and third parties, the Authority shall have the right, free of charge, to use in any manner and for any purpose anything which has been produced by or for the Authority with the aid of any Deliverable Software provided that if the result so produced reproduces or discloses the whole or a significant part of any of the Software used or generated in the performance of this Contract then such shall be deemed to be Deliverable Software and subject to the provisions of the Contract. If, however, the material produced contains other information, the IPR in which are owned by the Contractor or a third party and in which the Authority has no user rights, then the conditions under which that information has been made available to the Authority shall prevail in respect of such other information.

b. If Deliverable Software is required by the Authority under the Contract for the purpose of producing an output for incorporation in a data processing system, then, notwithstanding sub-Clause 7.a) of this Condition or any other provision of the Contract, the Authority shall have the right to use to have used, free of charge, such output for the services of the United Kingdom Government.

Marking

7. The Contractor may make or include in any Deliverable Software to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of the Deliverable Software made by the Authority or any other United Kingdom Government Department or its agents or contractors

Commercial Exploitation Levy

8. The Contractor shall agree with the Authority the sum or sums (if any) which shall be paid to the Authority in respect of Software generated under the Contract having regard to the amounts paid or payable to the Contractor by the Authority under the Contract before:

a. assigning, selling or otherwise disposing of any IPR subsisting in such Software;

b. disclosing, licensing or selling any material reproducing such Software;

c. using any such Software for the purpose of generating any Software for disclosure, licensing or sale to a third party.

Modified Software

9. Should Software generated under the Contract be modified at any time, then each party shall enjoy the same rights and be bound by the same obligations provided by this Condition in respect of any of those parts of the modified Software which were present in the Software prior to modification.

Liability and Indemnities

10. In respect of liabilities and indemnities:

a. The Contractor shall at all times indemnify and keep indemnified the Authority or any other United Kingdom Government Department in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Authority or any other United Kingdom Government Department:

i. arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

ii. arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

by the Contractor as a result of the copying, modification, use or possession of the Deliverable Software by or on behalf of the Authority or any other United Kingdom Government Department or their respective agents or contractors

b. In the event that any claim is made against the Authority in respect of which the Authority is entitled to be indemnified in accordance with the provisions of sub-Clause 11.a) above then:

i. the Authority shall promptly notify the Contractor in writing of such costs, claims, demands, damages, liabilities and expenses of which it shall have notice and shall provide the Contractor with such information regarding the claim as the Contractor shall reasonably require provided that the Authority shall not be obliged to disclose any information the disclosure of which would prejudice any right or interest of the Crown;

ii. unless there is a statutory obligation to do so, the Authority shall not make any statement which may be prejudicial to the settlement or defence of such claim without the prior written consent of the Contractor;

iii. when requested by the Contractor the Authority shall allow the Contractor at the Contractor's expense to conduct all negotiations and litigation and shall give the Contractor all reasonable assistance in connection therewith provided that:

1. the Contractor shall have first given to the Authority an unconditional written admission of his liability to indemnify the Authority in accordance with the provisions of sub-Clause 11.a
2. at the request of the Authority the Contractor shall keep the Authority fully informed about the conduct and progress of such negotiations and proceedings;
3. the Authority shall have the right to intervene or assume responsibility for the conduct of such proceedings or any consequent settlement thereof at any time provided that the Contractor shall not be liable to indemnify the Authority under this Clause 11 against any liability or any part of any damages costs or expenses to the extent that such liability or part is incurred by the Authority by reason of any breach by the Authority or sub-sub-Clause 11.b)ii or by the Authority acting unreasonably either in the conduct of any negotiations or legal proceedings or in the making of any settlement in relation to any claim or demand.

c. If at any time an allegation of infringement of copyright or breach of confidence or breach of contract is made as a result of the copying, modification, use or possession of the Deliverable Software or any part thereof, the Contractor may, with the agreement of the Authority and at the Contractor's own expense, modify the Deliverable Software or any part thereof or replace the same with an item of equivalent functionality and performance so as to avoid infringement or breach.

d. Except as may be otherwise agreed, the foregoing provisions shall not apply in so far as any costs, claims, demands, damages, liabilities and expenses are in respect of:

i. any use of Deliverable Software not reasonably to be inferred from the specification requirements of the Authority;

ii. the refusal by the Authority or such other United Kingdom Government Department to use to have used a modified or replacement item supplied pursuant to sub-Clause 11.c)

iii. the use of any Deliverable Software made after and in contravention of a judicial decision relating to such Deliverable Software.

e. The Contractor shall have no liability in respect of any Deliverable Software modified by or on behalf of the Authority, other than Deliverable Software modified under the direction and control of the Contractor himself, provided that the exclusion of liability contained in sub-Clause 11.2)) shall not apply in circumstances where the Contractor would be liable under the terms of the Contract whether or not the Deliverable Software has been modified.

f. Where the Contractor is not liable under the provisions of sub-Clause 11.e)) then the Authority shall indemnify and keep indemnified the Contractor in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Contractor:

i. arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

ii. arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

as a result of the copying, modification, use or possession of any modified Deliverable Software by or on behalf of the Authority or any other United Kingdom Government Department or their respective agents or contractors, or by any government which received it in accordance with the provisions of sub-Clause 3.e).(vi)

g. Where the Authority supplies or causes to be supplied Software to the Contractor for use, or instructs the Contractor to use Software, in the performance of the Contract and that Software was not previously supplied to the Authority by the Contractor, then the Authority shall indemnify and keep indemnified the Contractor in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Contractor:

i. arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

ii. arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

as a result of the copying, modification, use or possession of such Software by the Contractor solely for the performance of the Contract.

h. In the event that any claim is made against the Contractor in respect of which the Contractor is entitled to be indemnified in accordance with the provisions of sub-Clauses 11.f) and Clause 11.g above then:

i. the Contractor shall promptly notify the Authority in writing of such costs, claims, demands, damages, liabilities and expenses of which he himself shall have notice and shall provide the Authority with such information regarding the claim as the Authority shall reasonably require;

ii. the Contractor shall not make any statement which may be prejudicial to the settlement or defence of such claim without the prior written consent of the Authority;

iii. when requested by the Authority the Contractor shall allow the Authority at the Authority's expense to conduct all negotiations and litigation and shall give the Authority all reasonable assistance in connection therewith provided that:

1. the Authority shall have first given to the Contractor an unconditional written admission of its liability to indemnify the Contractor in accordance with the provisions of sub-Clauses Clause 11.f) and 11.g)

2. at the request of the Contractor the Authority shall keep the Contractor fully informed about the conduct and progress of such negotiations and proceedings.

i. The foregoing states the entire liability of the Authority and Contractor with respect to any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract arising from the copying, modification, use or possession of:

i. the Deliverable Software by or on behalf of the Authority or any other United Kingdom Government Department;

ii. the Software referred to in sub-Clause 11.g) by the Contractor.

11. This Condition shall constitute an 'agreement to the contrary' for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.

Part 3 - Rights in Technical Data

1. Ownership of IPR

a. Subject to any existing rights of the Authority or any third party, the ownership of IPR in Technical Data and any other IPR generated by the Contractor in the course of work under the Contract shall, as between the Authority and the Contractor, belong to the Contractor.

2. Rights in Technical Data

a. Unlimited Rights

i. The Authority shall have a royalty-free, worldwide, non-exclusive, perpetual and irrevocable Unlimited Rights licence for all Technical Data, which is a Contractor Deliverable, or has otherwise been delivered to the Authority as part of the work carried out under the Contract, and has been generated under the Contract.

ii. Notwithstanding the provisions of Clause 3.a.i or any other provisions of this condition, the Authority shall have Unlimited Rights in the following Technical Data delivered or deliverable under the Contract:

(1) Interface Data (other than Interface Data for which the Crown is the owner of the IPR, or otherwise licensed, by virtue of another provision of the Contract);

(2) corrections or minor amendments made to Technical Data supplied to the Contractor as Government Furnished Assets

(3) Technical Data in which the Authority has obtained Unlimited Rights under another contract;

(4) Technical Data that has been made publicly available otherwise than in breach of obligations of confidence, or Technical Data that the Contractor has disclosed without restrictions on further use or disclosure; and

(5) any Technical Data specifically identified in the Schedule of Requirements as deliverable to the Authority with Unlimited Rights

iii. The Authority shall have Unlimited Rights of use in the following Technical Data, including any Limited Rights Technical Data included in or associated with it, notwithstanding the provisions of Clause 3.b

(1) studies, analyses, test data or similar data generated for the Contract, or for a response by the Contractor to an invitation to tender for the Contract, when the study, analysis, test or similar work is a Contractor Deliverable, but excluding test methodology to the extent that it consists of Limited Rights Technical Data

(2) Technical Data in data packs which are Contractor Deliverables; and

(3) Technical Data for installation, operation, routine maintenance or training purposes;

but the Unlimited Rights granted to the Authority under Clause 3.a.iii shall not apply to any Technical Data in self-standing proprietary designs, processes and materials that forms any part of the Technical Data that is a Contractor Deliverable and is notified to the Authority as Limited Rights Technical Data in accordance with the provisions of Clause 4a of this condition

b. Limited Rights

i. The Authority shall have royalty-free, worldwide, non-exclusive, perpetual and irrevocable Limited Rights in all Technical Data that is or forms part of a Contractor Deliverable, or has been otherwise been delivered to the Authority, and which has not been generated under the Contract, and which has been notified to the Authority in accordance with the provisions of Clause 4a.

ii. The Authority shall retain any rights that it has obtained in Technical Data by virtue of the provisions of another contract or other arrangement

iii. Except as may be required or permitted by law or as otherwise permitted by the provisions of another contract or other arrangement, the Authority shall not disclose Limited Rights Technical Data outside HMG unless it has obtained the prior written permission of the Contractor or as permitted by the provisions of Clause 3.c

c. Specific Disclosure Rights of the Authority in Limited Rights Technical Data

i. Notwithstanding any restrictions on disclosure in Clause 3.b, the Authority shall be permitted to disclose, and authorise the use of, Technical Data with Limited Rights for UK Governmental Purposes

(1) to an independent support contractor, solely for the purposes of the provision of a service to the Authority which, unless otherwise stated in the Contract, shall be limited to managing, monitoring, evaluating, assessing or auditing the work under the Contract; and

(2) where the Contract is for the supply of Services and the Limited Rights Technical Data concerns the processes and procedures concerned with the delivery of the Services, to a follow-on contractor only for the continued supply of the Services following termination or expiry of the Contract, or during any transitional period as may be specified in the Contract, and only to the extent necessary for the delivery of the follow-on Services; and

(3) where the Technical Data is necessary for repair, maintenance or overhaul of equipment for urgent operational or safety reasons, subject to the recipient (i) agreeing that the Technical Data shall only be used, or copied for those purposes, and (ii) agreeing to return the Technical Data to the Authority immediately on completion of the urgent operational or safety need without retaining a copy.

ii. The Authority will have the right to disclose Limited Rights Technical Data for information and evaluation purposes in confidence to a foreign government for UK Governmental Purposes only and with the prior written permission of the Contractor

iii. The Authority will have the right to disclose Limited Rights Technical Data for information and evaluation purposes in confidence to a foreign government for UK Governmental Purposes only and with the prior written permission of the Contractor

iv. The Authority shall not disclose Technical Data properly marked under Clause 5 as being Limited Rights Data unless it has first provided the Contractor, or other party asserting Limited Rights, with the opportunity to enter into a direct confidentiality agreement in the form of DEFFORM 94 with the intended recipient. The Authority shall not be restricted from disclosing the Technical Data to the intended recipient if the Contractor or other party asserting Limited Rights has not signed a confidentiality agreement in the form of DEFFORM 94 within 30 (thirty) calendar days of its receipt provided that the Authority has placed the intended recipient under an obligation to keep the Technical Data confidential and to use it only for the purposes for which it is disclosed.

d. Modifications

i. The Authority shall not exercise its rights in Unlimited Rights Technical Data to authorise a third party (other than the design rights owner) to modify the design of any Article produced under the Contract without ensuring that (i) it has the right to provide to the Contractor a copy of all Technical Data relating to any modified design to enable the Contractor to manufacture articles to the modified design (“Modified Design Data”);and (ii) that it has the right to grant to, or to procure the grant to, the Contractor of a licence on willing licensor/willing licensee terms, to use the Modified Design Data for the purposes of manufacture, sales and support of items made to the modified design for customers other than the Authority.

e. Contractor Background Patents and Designs and other IPR

i. Subject to Clause 3.e.ii. and to any restrictions notified to the Authority in accordance with Clause 4.a, the Unlimited Rights granted to the Authority under Clauses 3.a.i, 3.a.ii and 3.a.iii and Limited Rights granted under Clause 3 of this Condition shall include licences under any Background Patents or Designs and other IPR owned by the

Contractor solely in connection with, and to the extent necessary to exercise its rights in the Technical Data in accordance with such clauses

ii. Subject to the rights of the Crown arising otherwise than under this condition, and provided that the Contractor has met in a timely manner any obligations included in the Contract to inform the Authority of the existence of any relevant United Kingdom patent or registered design, the Contractor shall be entitled to claim payment under the provisions of Sections 55-59 of the Patents Act 1977 or the First Schedule to the Registered Designs Act 1949 in respect of any Background Patents or Designs owned or controlled by the Contractor and used by the Authority, or any third party authorised by the Authority, in the exercise of the rights granted to the Authority under Clause 3 of this Condition. The terms to be agreed or settled for the use of any such patented invention or registered design shall not include payment of compensation under Section 57A of the Patents Act 1977 or paragraph 2A of the First Schedule to the Registered Designs Act 1949 in respect of any invention or design covering the Articles, or described in any Unlimited Rights Technical Data that is a Contractor Deliverable, and is subject to this condition.

f. Authority's Quiet Enjoyment; and Embedded Software

i. Nothing in this condition shall act to prevent the Authority's quiet enjoyment of any Articles delivered to it under the Contract, including the right to operate, maintain, use and dispose of the Articles, and the Contractor shall not act to enforce rights in relation to any software that is provided as an integral part of such Articles to prevent the Authority's quiet enjoyment of the Articles. Nothing in this condition shall prevent the Authority from exercising its statutory rights, currently in force or hereinafter enacted, in respect of such software. This Clause 3.f.i. shall not require the Contractor to deliver software to the Authority separate from the Article. No trademark right or right against passing off shall be exercised against any deliverable Article, or any article made by or for the Authority in accordance with the rights granted under this condition, to a design incorporating a trademark, recorded in deliverable Technical Data or embodied within any deliverable model, die or mould.

g. COTS Items

i. Where the Contractor has, consistent with its obligations under the Contract, utilised one of its own COTS Items, or a COTS Item supplied by a third party , in its Contractor Deliverables, the Contractor shall not be required to grant, or procure the grant of, licence rights in any Technical Data relating to the COTS item to the Authority in accordance with this Clause 3, provided that the Contractor notifies the Authority of the source of the COTS Item (including Original Manufacturer Part Numbers, NATO Stock Numbers or NCAGE Codes, as appropriate). The Contractor shall secure for the Authority any standard licence rights that the supplier of the COTS Item provides in relation to Technical Data concerning the COTS Item.

3. Restrictions on Authority's Use and Disclosure of Technical Data – Prior Identification by the Contractor

a. All Technical Data to be delivered to the Authority under the Contract with restrictions on use or disclosure that are more restrictive than Unlimited Rights, shall be identified in an intellectual property rights restrictions form appended to the Contract at Annex D to this Schedule[12] The Annex D may be updated from time to time during the course of the Contract with the express written agreement of the Authority.

b. The Contractor shall not deliver to the Authority any Technical Data with any restrictive marking if that Technical Data is not identified in the Annex D. Subject to Clause 4.c , any Technical Data delivered to the Authority without first being identified in the Attachment may be used by the Authority as if it is Unlimited Rights Technical Data, in accordance with the provisions of Clause 3.a.i but subject to the provisions of Clauses 3.d. and 3.e

[12] Bidder to populate the Notifications of IPR Restrictions Form as part of Tender Return which will be evaluated in accordance with the Commercial Evaluation Criteria.

c. The Contractor shall notify the Authority of restrictions on the use or disclosure of Technical Data, due to IPR owned by a third party other than a subcontractor, after its delivery to the Authority where the identification of any such restrictions is based on information not available to the Contractor at the date of delivery, or where the Technical Data is identified in the Attachment and the omission of any restrictive marking is inadvertent. The Authority shall give prompt and reasonable consideration to any such notification and shall allow the Contractor to apply the appropriate restrictive marking to the Technical Data retrospectively if it is clear, in the circumstances, that the restrictive marking correctly reflects the Authority's rights in the relevant Technical Data as detailed in Clause 3 of this condition. The Authority may continue any use of the Technical Data begun prior to the notification made in accordance with this Clause 4.c notwithstanding that any such use may be contrary to any restrictive marking retrospectively applied to the Technical Data, but shall otherwise observe all restrictions on use and disclosure notified by the Contractor as are agreed in accordance with this sub-Clause 4.c

4. Marking of Technical Data

a. The Contractor shall mark any covering, packaging or cover page of Technical Data delivered to the Authority with Unlimited Rights with the following legend:

"This Technical Data is delivered to the Authority by L3HARRIS COMMUNICATIONS SYSTEMS UK LIMITED under Contract 704292450. The Authority has Unlimited Rights in the Technical Data in accordance with the provisions of 5.a of the Technical Data clause."

b. The Contractor shall mark any covering, packaging or cover page of Technical Data delivered with Limited Rights with the following legend

i. "This Technical Data is delivered to the Authority by [state Contractor's name] under Contract **704292450**. The Authority has Limited Rights in the Technical Data as marked in accordance with the provisions of 5.b of the Technical Data clause."

c. Any pages of documents including Technical Data subject to Limited Rights shall include the legend in Clause 5.c at the top or bottom of the page and shall be clearly marked by the Contractor to identify the portions of those pages that are subject to those rights. The Technical Data shall be identified by marking, underlining or shading. The Authority shall have the right to remove any Technical Data subject to Limited Rights from a document and copy, use or disclose the edited document in accordance with the rights of the Authority in the resultant document.

d. The Contractor may apply a copyright notice to any Technical Data delivered to the Authority to identify the owner of the copyright, but shall not mark the Technical Data with any description of the Authority's rights in it other than those set out in this Clause 5.

6. Effect and Removal of Nonconforming and Incorrect Markings

a. The Authority shall notify the Contractor in writing of any markings on Technical Data that it reasonably believes are incorrect or do not conform to the provisions of Clause 5. The Contractor shall remove or correct any incorrect or non-conforming markings within 30 (thirty) calendar days of notification. Failure to remove or correct any such markings may be a ground for non-acceptance of the Technical Data by the Authority and withholding of Contract payment until resolved.

b. If the Contractor fails to remove or correct a non-conforming marking within 30 (thirty) calendar days after receipt of notification by the Authority, then the Authority shall be entitled to ignore the marking and treat the Technical Data as Unlimited Rights Technical Data in accordance with Clause 3 of this Condition and, if the Authority considers it appropriate, remove or correct the marking.

7. Technical Data Provided By Subcontractors

a. The Contractor shall ensure that the Authority's rights in Technical Data which is to be supplied by the Contractor's subcontractors, and which will be included in Technical Data that is a Contractor Deliverable, shall be in accordance with the provisions of Clause 3 together with any other rights of the Authority as set out in this condition. The Contractor shall be responsible for determining with the subcontractor prior to the award of any subcontract the appropriate contractual arrangements, as between the Contractor and subcontractor, to provide the required Authority user rights in such Technical Data

b. If the Contractor becomes aware that it will be unable to meet its Clause 7.a. obligations to the Authority in respect of Technical Data that will be delivered by a potential subcontractor to the Authority (regardless of whether that delivery is directly from the potential subcontractor to the Authority or through the Contractor to the Authority), then the Contractor shall promptly notify the Authority, providing evidence that the Contractor has used all reasonable endeavours to secure the necessary rights for the Authority, and that the subcontractor is unwilling to provide the necessary rights to the Authority, and request the potential subcontractor to negotiate directly with the Authority regarding the Authority's user rights in Technical Data arising from a potential subcontract. Upon receipt of such notice the Authority shall use all reasonable endeavours to conclude any direct agreement promptly. The Contractor shall not enter into a subcontract with the potential subcontractor in respect of the relevant Contract requirement of the Authority unless and until the Authority notifies the Contractor that the potential subcontractor has entered into a direct agreement with the Authority to provide the necessary rights for the Authority in Technical Data to be delivered by the subcontractor.

c. If the Contractor enters into a subcontract with a subcontractor that fails to secure the rights for the Authority as required by the provisions of Clause 7.a , and has not received prior written authorisation from the Authority to place the subcontract in accordance with the provisions of Clause 7.b the Authority shall be entitled, to the extent allowed by law and without prejudice to any other contractual remedy, to use any of the subcontractor's Technical Data delivered to the Authority as if the Contractor had secured rights for the Authority and obligations from the subcontractor consistent with the nature of the Technical Data and the relevant provisions of Clause 3; and the Contractor shall indemnify the Authority and be liable for any damages or costs incurred by the Authority for so long as the Contractor fails to secure the rights as aforesaid.

8. Contractor Retention of Records

a. The Contractor shall retain, for the duration of the Contract and for a period of six years thereafter, or such alternative period as may be specified in the Schedule of Requirements, a record of the work performed under the Contract and of the results obtained, and the Technical Data generated, delivered or to be delivered to the Authority under the Contract.

b. The Authority shall have the right to inspect the records maintained by the Contractor in accordance with Clause 8.a. within the period specified in that clause and on reasonable notice. The Authority shall further have the right during that period or for so long as the Technical Data is known to still exist, to require additional deliveries of any Technical Data that was generated in the performance of work under the Contract whether or not it is contained in the Contractor Deliverables This right shall be exercisable by separate order and on agreement of a fair and reasonable price based solely on the costs of compiling and delivering the Technical Data. Technical Data required to be delivered under this Clause 8.b shall be delivered within 45 (forty-five) calendar days of receipt by the Contractor of any order from the Authority and shall only be used by the Authority (or on its behalf) in accordance with the rights granted in such Technical Data under this condition

c. At the written request made by the Authority within the period specified in Clause 8.a and subject to the availability of the relevant expertise, the Contractor shall provide to the Authority, or to any other person to whom the Authority may provide Technical Data in accordance with its rights under Clause 3, assistance in understanding the Technical Data. The assistance shall be limited to that required by a person competent in the relevant area of technology to interpret the results of the Contract. The assistance shall be made available within 60 (sixty) calendar days of the request and on fair and reasonable terms and conditions, including the costs of providing the assistance, but excluding any payment in respect of the right to use the Technical Data.

d. The Contractor shall maintain one copy of all Technical Data that is a Contractor Deliverable (hereinafter called the "Control Copy"). The Control Copy shall be the property of the Authority, and shall be marked accordingly, and the Authority may take possession of it notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party; and copies of any Technical Data from the Control Copy shall be supplied as required from time to time by the Authority at the Authority's expense, the cost of which shall be based solely on the cost of copying and delivering the Control Copy

9. Liability

a. In the event that Technical Data to which this Condition applies is used by or for the Authority otherwise than for the purpose for which it was supplied in accordance with the relevant provisions of this Contract, the Contractor shall have no liability whatsoever for any direct or indirect consequences, including losses, damages or injuries caused to the Authority or any third party, arising from its use

10. General

a. For the avoidance of doubt, nothing in this condition shall:

i. restrict the entitlement of either party to make use of Technical Data once it enters the public domain otherwise than as a result of the Authority or any person supplied with the Technical Data by the Authority disclosing it in breach of any obligations of confidence relating to such Technical Data; or

ii. extinguish or diminish any statutory rights or common law rights of the Authority to use any Technical Data or any IPR covering such Technical Data or any rights of the Authority acquired under any separate contract or agreement.

11. The terms of this condition shall survive the termination or expiry of the Contract

a. Commercial Exploitation Levy

i. The Contractor shall not sell any Articles developed under the Contract, otherwise than for the purposes of the United Kingdom Government, or grant any licence to manufacture such Articles or any materials or processes the design or development of which was called for in the Schedule of Requirements of the Contract without first agreeing with the Authority the sum or sums (if any) which should reasonably be paid to the Authority by the Contractor in respect of such sale or grant having regard, among other things, to the amounts paid or payable to the Contractor by the Authority under the Contract.

Part 4-

Third Party Intellectual Property – Rights and Restrictions

Notifications

1. As he becomes aware, the Contractor shall promptly notify the Authority of:

   a. any invention or design the subject of Patent or Registered Design rights (or application therefor) 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;]

   b. 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;

   c. 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.

   This Clause 1 does not apply in respect of Articles or Services normally available from the Contractor as a commercial off the shelf (COTS) item or service.

2. If the information required under this Condition has been notified previously, the Contractor may meet his obligations by giving details of the previous notification.

Patents and Registered Designs in the UK – COTS Articles or Services

3. In respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or supply under the Contract of any Article or Service normally available from the Contractor as a COTS item or service is an infringement of a United Kingdom 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 Clause 3 will not apply if:

   a. the Authority has made or makes an admission of any sort relevant to such question;

   b. t the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

   c. 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 1977;

   d. 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.

4. The indemnity in Clause 3 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.

5. 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.

Patents and Registered Designs in the UK - All other Articles or Services

6. a relevant invention or design has been notified to the Authority by the Contractor prior to the date of the Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby

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

7. If, under Clause 1, a relevant invention or design is notified to the Authority by the Contractor after the date of Contract, then:

a. if the owner (or his 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

b. 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.

Patents, Utility Models and Registered Designs outside the UK

8. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or his 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.

9. 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 his 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 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.

Royalties and Other Licence Fees

10. 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:

a. 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

b. any obligation to make payments for intellectual property has not been promptly notified to the Authority under Clause 1 of this Condition.

11. Where an authorisation is given by the Authority under Clause 5, Clause 6 or Clause 7, 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:

a. 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

b. authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

Copyright, Design Rights etc.

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

a. infringement or alleged infringement by the Contractor or his 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;

b. misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

c. 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.

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

a. infringement or alleged infringement by the Contractor or his 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;

b. 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.

Authorisation and Indemnity - General

14.

a. The above 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 owned by a third party

b. Neither party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any Patent or other Intellectual Property Right owned by a third party.

c. 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.

d. 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.

e. Following a notification under sub-Clause 14c., the party notified shall advise the other party in writing within 30 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.

f. 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.

15.

a. 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 item by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach;

b. The parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party intellectual property rights.

Subcontracts

16. The Contractor shall secure from any subcontractor, the prompt notification to the Authority of the information required by Clause 1 of this Part 4. On receipt of any such notification the Authority will issue a written authorisation to the subcontractor in accordance with Clause 7 of this Part 4. Any such

authorisation will be subject always to Clauses 10, 11 and 14 as though the subcontractor was the Contractor. If any claim or action relevant to such authorisation arises, it shall be promptly notified to the Authority. The Contractor is not authorised to enter into any substantive correspondence in such matter nor in any way to act on behalf of the Authority in such claim or action. Any arrangement between the Contractor and subcontractor to enable the Contractor to underwrite his indemnities to the Authority under this Condition is a matter between the Contractor and the subcontractor.

General

17. In this Condition:

a. 'design right' has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988

b. '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.

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

19. The Contractor shall promptly notify the Authority in writing of such costs, claims, demands, damages, liabilities and expenses of which he himself shall have notice and shall provide the Authority with such information regarding the claim as the Authority shall reasonably require;

Annex A

DEFFORM 94

(Edn 08/18)

Ministry of Defence

Confidentiality Agreement

THIS AGREEMENT is made the .....30th..... day of ...June..... 2022 .

BETWEEN

[hereinafter called "the Holder"] of the one part, AND

[hereinafter called "the Recipient"] of the other part.

WHEREAS:

A. The Holder owns certain valuable property and equitable rights in information identified or referenced in Appendix 1 to this Agreement (hereinafter referred to as "the Information");

B. The Holder has agreed, by contract or otherwise with the Secretary of State for Defence (hereinafter called “the Authority”) that Information may be disclosed to the Recipient for the purpose as identified in Appendix 1 to this Agreement (hereinafter referred to as “the Purpose”). The Authority has agreed that such disclosures will only be made to parties who have signed an appropriate confidentiality agreement with the Holder;

C. The Recipient is willing to receive and hold the Information subject to the terms of this Agreement;

NOW the parties to this Agreement agree that in consideration of the disclosure of Information by the Holder or the Authority to the Recipient:

1. The Recipient shall, subject to the following provisions of this Agreement, hold the Information under conditions of strict confidence and shall not use, copy, or disclose the Information other than to the Authority, in whole or in part in any manner or form for other than for the Purpose.

2. The Recipient may disclose the Information under an obligation of confidence only to those of its officers and employees as need to know the Information for the Purpose. If the Recipient needs to disclose the Information to potential sub-contractors the Recipient shall first inform the Authority and the Holder for approval, obtain from the potential sub-contractor an agreement on behalf of the Holder in the same form as this Agreement, and forward it promptly to the Holder.

3. The restrictions and obligations in paragraphs 1 and 2 shall not apply to any of the Information which the Recipient can show:

   a. is already known to the Recipient (without restrictions on disclosure or use) prior to its disclosure to the Recipient directly or indirectly from the Authority or the Holder; or

   b. is received by the Recipient without any obligation of confidence from a third party having a right to disclose it; or

   c. has been generated independently by the Recipient; or

   d. is in or enters the public domain otherwise than by breach of this or another undertaking;

provided the relationship to the remainder of the Information is not revealed.

4. Any disclosure by the Recipient, as required by an act of law, shall be to the minimum extent necessary and shall not constitute a breach of this Agreement.

5. On completion or termination of the Purpose or on written instruction from the Authority to the Recipient, the Recipient shall at the discretion of the Authority either, promptly return the Information, and any copies of it, to the Authority, or destroy the Information taking all reasonable steps to permanently expunge all electronic copies of the Information, and this Agreement shall terminate except for the restrictions and obligations in paragraphs 1 and 2.

6. In the event that the Recipient is awarded the contract pursuant to its response to an ITT as part of the Purpose, the Recipient agrees that the terms of this Agreement shall apply to the Information disclosed (and any amended or extended versions of it) to the Recipient under the contract supplemented only by those requirements in the contract which relate to the use of the Information by the Recipient for the duration of the contract. On completion or termination of the contract the Recipient shall promptly return or destroy the Information in accordance with paragraph 5 above.

7. The provisions of this Agreement shall be in addition to and not in substitution for any obligation of confidence, whether arising under contract or otherwise, between the Recipient and the Authority in respect of the Information.

8. This Agreement does not include, constitute or imply any transfer, assignment or licence or rights in any information, whether or not identified in Appendix 1, owned by the Holder, other than that specified in paragraph 1.

9. The Recipient hereby acknowledges that the Information is disclosed to the Recipient by or on behalf of the Authority on the basis that the Holder shall have no liability whatsoever to the Recipient arising from any use of the Information by the Recipient and the Recipient will bring no claim against the Holder in relation to the Information or any use of it.

10. The Recipient shall notify both the Authority and the Holder if it becomes aware of, or reasonably suspects, any loss or actual compromise of any of the Information.

11. This Agreement is personal to the Holder and the Recipient and shall not be assigned by either one of them without the prior written consent of the other which shall not be unreasonably withheld; provided that in all cases of assignment the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party to this Agreement.

12. This Agreement (including Appendix 1) sets out the entire agreement between the Holder and the Recipient in connection with the subject matter of this Agreement. However, nothing in this Agreement shall affect the rights or obligations of either party in relation to the Authority in respect of the Information.

13. Neither this Agreement nor any of its provisions shall be amended or waived unless agreed to in writing by duly authorised representatives of the Holder and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

14. This Agreement is made subject to English [Scottish] law and to the exclusive jurisdiction of the English [Scottish] courts, and shall be effective as from the date of signature by the Recipient, and despatch to the Holder.

Signed on behalf of	Signed on behalf of
the Recipient by:	the Holder by:
In the capacity of:	In the capacity of:
Date:	Date:

Appendix 1 to
DEFFORM 94
(Edn 08/18)

[*This Appendix is to be completed and signed before signature of the Agreement. If new material is to be transferred under an existing agreement, a new Appendix must be drawn up, to include the original Information together with the new Information and re-signed under an incremented Appendix number, for example Appendix 2 to DEFFORM 94.*]

1. **THE PURPOSE**

[*Delete as Applicable*]

a. To allow the Recipient to respond to an Invitation to Tender (including performance of a subsequent contract) No [ ].

b. To allow the Recipient to provide the Authority with an assessment of Invitation to Tender No [ ].

c. To allow the Recipient to provide the Authority with a service and/or contract for the following purpose [ ].

2. **INFORMATION TO BE PROTECTED UNDER THIS AGREEMENT**

[Insert a narrative covering the entirety of the Information to be disclosed]

Signature below hereby invokes agreement to the terms of DEFFORM 94 in respect of the Information described herein.

Signed on behalf of the Recipient by:	Signed on behalf of the Holder by:
In the capacity of:	In the capacity of:
Date:	Date:

Annex B

DEFFORM 701 (Attachment)

Edn 04/06

ATTACHMENT TO ANNEX TO HEAD AGREEMENT –

STANDARD FORM OF LICENSING SCHEDULE

SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND .....***HARRIS GLOBAL COMMINICATIONS, INC.*** ……...**DATED:** ..29 June 2022.....

Version Number: ……TBA

CONTRACT REFERENCE NUMBER: ……704292450……

By their respective signatures of this Schedule the Secretary of State For Defence (the "AUTHORITY") undertakes to purchase and HARRIS GLOBAL COMMUNICATIONS, INC (the "LICENSOR") undertakes to supply the Licensed Software for Use on the Designated Equipment at the Designated Site (all as identified below) under the Standard Conditions set down in the Annex to the Head Agreement and any Special Conditions set down in Part VIII below which may vary or add to those Standard Conditions.

PART I - LICENSED SOFTWARE PROGRAMS

The scope of licensed software programs are:

1. Radio Firmware. The operating system software and user interface, including any encryption cyphers, embedded in the radio.
2. Radio Waveforms. Software loaded onto the radio to enable the MMR System to be able to communicate, in the modes of operation stated in the System Requirements Document.
3. TrellisWare TSM Waveform – Software loaded onto the radio to enable the MMR System to be able to communicate, in the modes of operation stated in the System Requirements Document. Harris Global Communications is the sublicensee of the TrellisWare TSM Waveform and shall flow down the terms of license agreement to the Authority.
   The Authoritywill be the licensee in accordance with an End User Licence Agreement (EULA) between TrellisWare andThe Authority, at Appendix 1 to this DEFFORM 701. Under this DEFFORM 701 the use of theTSM Waveform will be governed under the terms of the End User Licence Agreement therein as between TrellisWare and the Authority.
4. Mission Planning Application. Enabling the MMR System to be configured either:
   a. locally by connecting a cable from the radio to a laptop hosting the Mission Planning Application; or
   b. wirelessly with it receiving a cloned configuration from another MMR System.
5. CBT Modules: Computer based training modules that enable the Authority to run emulations of the MMR System in the MTRC Virtualised Scalable Environment.
6. Radio Frequency (RF) Propagation Computer Model: Computer application that enables the Authority to conduct predictive radio frequency propagation modelling of the MMR radios.

PART II - DESIGNATED EQUIPMENT

The tables in this Part indicate the specific equipment on which the Licensed Software is licensed for use on the MMR programme.

LICENSED SOFTWARE PROGRAMS	**DESIGNATED EQUIPMENT**	
	AN/PRC-163 Radio	**AN/PRC-167 Radio**
Radio Firmware	X	X
Radio Waveforms	X	X
Radio Waveform TSM	X	X

LICENSED SOFTWARE PROGRAMS	**DESIGNATED EQUIPMENT**
	PC Platform (Authority Furnished)
Mission Planning Application	X
CBT Modules	X
RF Propagation Computer Model	X, per Seat

X = Licensed for Use on MMR

N/A = Not Licensed

PART III - DESIGNATED SITE

All software. Not restricted

PART IV – ACCEPTANCE PERIOD & TEST

In accordance with Part 2 and Part 3 of Schedule 4 (Acceptance Procedure)

PART V - LICENCE FEES

Licence fees, software installation and software support shall form part of the Firm Price payable by the Authority for the performance of the Contractor Deliverables.

PART VI - INVOICE ARRANGEMENTS

All payments to be made by the Authority to the Contractor shall be subject to the provisions of Schedule 5 (Pricing and Payment).

PART VII - WARRANTY PERIOD

12 months, unless otherwise agreed, and commencing on completion of Part 3 of Schedule 4 (Acceptance Procedure).

PART VIII - SPECIAL CONDITIONS

No Special Conditions identified

PART IX – LIMITS OF LICENSOR's LIABILITY

Please refer to clause 37 of the contract.

FOR LICENSOR	**FOR AUTHORITY**
Signed	Signed .....
Jason White	
Name	Name .....
[*Print Name*] ……	[*Print Name*} ……..
Senior Manager, International Contracts	
Appointment	Appointment .....
Date.....	Date .....

Appendix 1 to DEFFORM 701

End User License Agreement

The product which you have received includes software AND OTHER MATERIALS which ARE owned by TrellisWare Technologies, Inc. ("TrellisWare") AND ITS LICENSORS. This End User Software License Agreement ("EULA") contains the terms and conditions applicable to the person or entity purchasing or otherwise receiving the Product (defined below) for its own use ("You"). By TAKING ANY STEPS TO USE THE PRODUCT OR INSTALL, LOAD, ACTIVATE OR USE the Software (including Software Updates and Software Upgrades) or software documentation, you accept and agree to the terms and conditions of this EULA. If you do not agree to the terms of this EULA, YOU ARE NOT PERMITTED TO INSTALL, LOAD, ACTIVIATE OR USE THE Software or SOFTWARE documentation. **PLEASE READ THIS EULA CAREFULLY AS IT CONTAINS IMPORTANT RIGHTS AND OBLIGATIONS BETWEEN YOU AND TRELLISWARE, AS WELL AS IMPORTANT LIMITATIONS ON THOSE RIGHTS.**

1. Definitions

In addition to any terms specifically defined elsewhere in this EULA, the following terms shall have the meanings set forth below:

(a) "Licensed Materials" means both the Software and Software Documentation, collectively.
(b) "Product" means the product (including prototypes) purchased or used by You that contains or makes use of the Software.
(c) "Software" means any version of software, which may include, but is not limited to, TrellisWare® TSM™ software, TSM-X™ software, and/or software tools, which comes embedded in, included with, or is provided for use with the Product and which is owned by TrellisWare and/or its licensors, in whatever form provided (whether as hard disks, internet download, CD ROM, or otherwise) or however designated (whether as software, firmware or otherwise).
(d) "Software Documentation" means user's manuals, installation instructions, operating instructions, release notes, and other similar items that explain the capabilities of the Software or provide instructions for using the Software and which were delivered to You with the Product. The term "Software Documentation" specifically excludes detailed manufacturing, process, or design data.
(e) "Update" means a software release which corrects errors or nonconformities of the Software through procedures or code fixes, which, when employed in the regular operation of the Software, avoid or diminish the practical adverse effects of such errors.
(f) "Upgrade" means a software release which enhances or changes the functionality or features of the Software.

2. License

(a) Grant of Rights. Subject to and conditioned upon Your compliance with the terms and conditions of this EULA, TrellisWare hereby grants You a limited, restricted, non-exclusive

license to: (i) use the Software as an embedded component of the specific Product with which the Software is supplied for the purpose of operating the Product in accordance with the Product's end-user manual; and (ii) use any Software tools provided to You to assist in Your installation of the Software and operation of the Product. Also subject to and conditioned upon Your compliance with the terms and conditions of this EULA: (i) if You are the United States Government ("U.S. Government), TrellisWare grants You a non-exclusive, unrestricted right to use, distribute, and reproduce the Software Documentation for the purposes of operation, maintenance, installation, and training; and (ii) if You are not the U.S. Government, TrellisWare grants You a limited, restricted, non-exclusive right to use and reproduce the Software Documentation internally to assist in Your installation of the Software and operation of the Product.

(b) Restrictions. The license granted to You by TrellisWare is conditioned upon Your adherence to and compliance with all the requirements and restrictions contained in this EULA. Except as expressly set forth herein this EULA, TrellisWare grants You no licenses or other rights including, but not limited to, patent, copyright, trademark, trade name, service mark or other intellectual property licenses or rights, by implication, estoppel or otherwise. Without limiting the scope of the foregoing, You may not and may not permit others to: (i) modify, create derivative works from, publicly display, or publicly perform the Licensed Materials; (ii) reproduce the Software (except as necessarily reproduced during the Software installation process); or (iii) reproduce the Software Documentation in quantities greater than are necessary to effectuate the permitted uses. You may not distribute, disseminate or disclose the Licensed Materials to any third party or sublicense any right granted to the Licensed Materials hereunder to a third party; provided, however, that You may (i) transfer the Licensed Materials and Your rights therein only as authorized in section 12 of this EULA; and (ii) the U.S. Government may distribute the Software Documentation as set forth in section 2(a) of this EULA. You may not and may not permit others to reverse engineer, decompile, translate, disassemble, or otherwise attempt to derive any of the Software's source code (except as and only to the extent that any foregoing restriction is prohibited by applicable law, in which case You waive such rights to the fullest extent permissible and agree to notify TrellisWare in writing prior to taking any such action). You shall preserve all copyright, trademarks, proprietary, patent, and other intellectual property notices on the Software, Product, and Software Documentation. You have no rights to Software source code or non-executable code.

3. Updates and Upgrades

Any Updates and Upgrades provided to You are subject to all terms and conditions set forth in this EULA applicable to the Software with the exception of any Upgrades which are provided to you accompanied by a separate TrellisWare end user license agreement, in which case the terms of that license will govern those Upgrades.

4. Ownership and Proprietary Rights

The Licensed Materials contain proprietary content, information, and material that is protected by copyright, trade secret, and other intellectual property laws and international treaties and may be covered by U.S. and foreign patents and patents in process. TrellisWare and its licensors are the sole and exclusive owners of the Licensed Materials and all intellectual property and proprietary content

contained or embodied therein, including patent rights and copyrights. The Licensed Materials are licensed to You, not sold. No title or ownership of any of the Licensed Materials or any intellectual property contained or embodied therein is transferred to You by way of this EULA. You shall not claim or register, or attempt to claim, register or cause to be registered in any jurisdiction of the world, any right, title or interest in and to any intellectual property contained or embodied in the Licensed Materials. In the event of an inadvertent disclosure or unauthorized use of the Licensed Materials, You shall immediately notify TrellisWare and take reasonable and appropriate measures to mitigate the effect of such disclosure or use of the Licensed Materials. You are responsible for violations of this EULA by Your employees and contractors. You shall not, and shall not permit any third party to, disassemble, reverse engineer, analyze, or dissect Products sold by TrellisWare in order to reproduce or make such Products or create technical data therefrom. Notwithstanding anything to the contrary contained in this EULA, to the extent that any third party software included in or with the Software delivered to You is subject to a third party license agreement, such third party license agreement shall govern Your use of that third party software.

5. Warranty Disclaimer

The LICENSED MATERIALS ARE provided "AS IS," without representation or warranty of any kind, either express or implied, whether written or oral, including, without limitation, warranties of performance, merchantability, accuracy, completeness, non-infringement or fitness for a particular purpose or based on any sample or model, which are hereby disclaimed to the fullest extent permissible by law. TRELLISWARE MAY, AT ITS SOLE DISCRETION, MAKE AVAILABLE FIXES AND PATCHES TO REMEDY ANY DEFECTS IN THE SOFTWARE.

6. Limitation of Liability

IN NO EVENT SHALL TRELLISWARE OR ITS SUPPLIERS OR LICENSORS BE LIABLE UNDER THIS EULA, TO YOU OR ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, GOOD WILL OR LOSS OF USE OR DATA) OR ANY COSTS OF SUBSTITUTE GOODS ARISING OUT OF OR RELATED TO THE PRODUCTS OR LICENSED MATERIALS, (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, (B) EVEN IF TRELLISWARE HAD BEEN ADVISED, KNOWN, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE DAMAGES OR COSTS IN QUESTION, (C) EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT

SHALL TRELLISWARE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES OR COSTS (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED [redacted]. The essential purpose of this provision is to limit TRELLISWARE's liability under or arising out of this EULA, it being acknowledged and agreed by You that this limitation is essential consideration to TrellisWare for providing the LICENSED MATERIALS hereunder.

Without limiting the scope of the foregoing, TrellisWare has no obligation or liabilities to You against any claim, suit or proceeding brought against You based on a claim that the Licensed Materials furnished hereunder infringe any patent or copyright of the United States or any other country. TrellisWare is entitled, but not obligated, to defend (or at its option, settle) any claim asserted against You by a third party that the Licensed Materials infringe upon third party intellectual property rights. You shall promptly notify TrellisWare in writing of any such claim, suit, or proceeding and provide TrellisWare with the right of full participation in, authority, and information for the defense or settlement of the same.

7. Term and Termination

This EULA is effective until terminated. In the event that You breach any of the terms of this EULA and You are the U.S. Government, TrellisWare may terminate this EULA thirty days after providing notification of planned termination unless You cure the breach within that thirty (30) day period; provided, however, that in the event of a breach, Federal Acquisition Regulation (FAR) termination procedures shall apply where such procedures conflict with this section 7. If You are not the U.S. Government, this EULA shall terminate automatically and immediately upon Your breach of any of its terms. Upon termination of this EULA, the licenses granted to You herein shall terminate and You shall cease all use of the Licensed Materials and delete all copies of any Licensed Materials (including Upgrades and Updates) stored on Your computer(s)) in Your possession or control.

8. Compliance with Laws

You hereby represent and warrant that You will comply with the requirements of all applicable laws, rules, regulations, and orders which relate to this EULA and Your use of the Licensed Materials. By accepting this EULA, You agree to abide by all export laws and regulations, including, but not limited to, the U.S. International Traffic in Arms Regulations ("ITAR," 22 CFR §120-130) and the Export Administration Regulations ("EAR," 15 CFR §730-774), as applicable, in Your use and further distribution of the Licensed Materials, and to not export, re-export, transfer, or authorize the transfer, of the Licensed Materials to a prohibited country or otherwise in violation of any applicable restrictions,

requirements, or regulations. You acknowledge that any export, re-export, or transfer of the Licensed Materials may require a license or other authorization from the United States Government.

9. U.S. Government End Users

This Section 9 is only applicable if You are the U.S. Government. You acknowledge that the Licensed Materials covered by this EULA are "commercial computer software" and "commercial computer software documentation" as those terms are used in the Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202, and that notwithstanding any other DFARS or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, in accordance with DFARS 227.7202-3, U.S. Government end users will acquire the Licensed Materials with only those rights set forth in this EULA.

TrellisWare acknowledges that statutes and regulations of the U.S. Government, including procurement laws and regulations, may sometimes require that aspects of commercial EULAs are limited and may become ineffective and inoperative. Such aspects of commercial EULAs may include indemnities, dispute resolution, equitable remedies, and jurisdiction. In all such instances, the provisions of this EULA yield and are superseded where, and to the extent, required by applicable U.S. law and regulation. License provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

10. Governing Law and Disputes

a. This subsection (a) is only applicable if You are the U.S. Government: This EULA shall be interpreted and enforced in accordance with the federal laws of the United States of America. Disputes relating to this EULA shall be governed in accordance with applicable U.S. Government regulations.
b. This subsection (b) is only applicable if You are not the U.S. Government: This EULA shall be interpreted and enforced according to the laws of the State of California, without regard to its conflicts of laws provisions. The International Sale of Goods convention shall not apply to this EULA. If You and TrellisWare are unable to resolve a dispute, the parties agree to submit the dispute to mediation in San Diego, California, USA and select a mediator in accordance with the procedures established by the Federal Mediation and Conciliation Service. If the parties cannot resolve the dispute through mediation within sixty (60) days of submission thereof (or such longer period as the parties may agree), the parties agree that the dispute shall be subject to binding arbitration in San Diego, California. The arbitration shall be administered by JAMS, Inc. pursuant to its Streamlined Arbitration Rules and Procedures. All arbitration proceedings will be in English. Judgement on the Award may be entered in any court of competent jurisdiction. In any dispute resolved by arbitration, the prevailing party shall be awarded its actual attorney's fees and costs.

11. Notices

Notices to TrellisWare pursuant to this EULA shall be sent to 10641 Scripps Summit Court, Suite 100, San Diego, CA 92131, Attention: Legal Department. All notices and other communications required or permitted to be given by this EULA must be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

12. Assignment, Transfer and Successors

You may permanently transfer all of Your license rights in the Licensed Materials to another party through sale or other title transfer of the Product on which it is installed, provided that: (i) the Software is installed on/embedded in the Product which is being transferred and not separately; (ii) You do not retain any copies of the Licensed Materials, full or partial, or any license rights in the Licensed Materials; and (iii) the entity or individual receiving the Licensed Materials from You receives such Licensed Materials under the terms of this EULA or another license agreement which includes all of the requirements, restrictions, and conditions contained in this EULA. Any Upgrade or Update subject to this EULA is considered part of the Software and may not be transferred separately from the remainder of the Software. Any attempted assignment or transfer by You in violation of this EULA shall be void and of no force or effect and shall be cause for immediate termination of this EULA. TrellisWare may assign this EULA without limitation. Subject to the foregoing, this EULA shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. TrellisWare has the right to enforce all of its terms of this EULA.

13. Equitable Remedies

This Section 13 is only applicable if you are not the U.S. Government. It is specifically understood and agreed that any breach of the provisions of this EULA, including, without limitation, Sections 2 and 4, by You is likely to result in irreparable injury to TrellisWare and that the remedy at law alone will be inadequate remedy for such breach. In the event of Your breach or threatened breach of this EULA, TrellisWare shall, in addition to any other remedy it may have, be entitled to seek both temporary and permanent injunctive relief from such breach or threatened breach without the necessity of proving actual damages and without any requirement to post a bond or other security. TrellisWare may seek a temporary injunction in any court of the United States or any state having jurisdiction. The rights and remedies contained in this section are notwithstanding anything to the contrary in Section 10 (Governing Law and Disputes).

14. Cumulative Remedies

Except to the extent expressly provided in this EULA to the contrary, the rights and remedies provided by this EULA are cumulative, and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies.

15. Miscellaneous

No delay or failure to take action under this EULA will constitute a waiver unless expressly waived in writing and signed by a duly authorized representative of a party, and no single waiver will constitute a continuing or subsequent waiver. The use of the singular and plural shall each be deemed to include the other as indicated by the context. This EULA will not be construed in favor of or against either party by reason of authorship. You represent and warrant that You will comply with all applicable laws and regulations in Your use of the Licensed Materials and in the performance of Your obligations under this EULA. All provisions in this Agreement which by their language, context or nature are intended to survive, such as without limitation, license restrictions, ownership and proprietary rights, warranty disclaimer, and limitation of liability, shall survive any termination or expiration of this EULA. If any part of this EULA is held invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this EULA, and the other parts will remain in full force and effect. This EULA constitutes the final and complete understanding between the Parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the license contained in this EULA. This EULA sets forth the entire agreement between You and TrellisWare and may not be modified except by a written agreement signed by TrellisWare.

Annex C

Contract Technical Data Requirement

Annex D

NOTIFICATIONS OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

1. ITT / Contract Number		ITT No: BATCM/0322 / Contrat No: 704292450		
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identificataion Number / Label	5. Supportive Statement for IPR Restriction	6. Ownership of the Intellectual Property Rights
1	AN/PRC-167 Manpack Radio System	AN/PRC-167 Manpack Radio System, ancillaries, spares and publications *[p/o 8.4, 8.5, 8.6, 8.7,8.8, 9.1, 9.2]*	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
2	AN/PRC-163 Handheld Radio System	AN/PRC-163 Handheld Radio System, ancillaries, spares and publications [p/o 8.4, 8.5, 8.6, 8.7,8.8, 9.1, 9.2]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
3	AN/PRC-167-CD001	Mission Planning Software - Manpack [p/o 8.4, 8.6, 8.7,8.8, 9.1, 9.2]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
	AN/PRC-163-CD002	Mission Planning Software - Handheld [p/o 8.4, 8.6, 8.7,8.8, 9.1, 9.2]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
4	RF Propagation Tool	Radio Frequency Propagation Computer Model [p/o 8.6]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc

5	Cryptographic Fill ICD for AN/PRC-163 and AN/PRC-167 Radios – 15 Feb 2022	Cryptographic Fill Interface Control Documents (ICDs) [7.1]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
6	12237-0199-01 PLASTIC MOCKUP ASSY, RF-345 – CAD File	CAD Software Files of the Radios – Manpack [8.1]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
7	12193-0100-99 MULITCHANNEL HAND HELD ASSY, PLASTIC MOCK UP – CAD File	CAD Software Files of the Radios – Handheld [8.1]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
8	12237-0199-01 PLASTIC MOCKUP ASSY, RF-345	MMR 3D Space Model – Manpack [8.2]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
9	12193-0100-99 MULITCHANNEL HAND HELD ASSY, PLASTIC MOCK UP	MMR 3D Space Model - Handheld [8.2]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
10	12193-0030 RF-335M Multichannel Handheld Radio Interface Control Drawing	Equipment ICDs [8.3]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc

11	12237-0030 ELECTRICAL INTERFACE CONTROL DRAWING, AN/PRC-167 MANPACK	Equipment ICDs [8.3]	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
12	10515-0534-7210 CBT, AN/PRC-163 MULTICHANNEL HH	CBT Training Solution PRC-163	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
13	10515-0555-7200 CBT, AN/PRC-167 MULTICHANNEL MANPACK	CBT Training Solution PRC-167	This information / technical data is proprietary to L3Harris Technologies, Inc. Intellectual Property and Copyright in materials provided vests in L3Harris Technologies Inc., group of companies and has been self-funded, which is an equivalent to HMG classification of Private Venture Funded (PVF). This information is also Foreign Export Controlled (FEX)	L3Harris Technologies, Inc
14	TBC during program execution	Project Schedule [1.1]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
15	TBC during program execution	Project Management Plan (PMP) [1.2]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
16	TBC during program execution	Monthly Performance Report (MPR) [1.3]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc

17	TBC during program execution	Quality Management Plan (QMP) [1.4]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
18	TBC during program execution	Exit Plan [1.5]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
19	TBC during program execution	Safety and Environmental Management Plan (SEMP) [3.1]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
20	TBC during program execution	Safety Assurance Statement [3.3]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
21	TBC during program execution	Safety and Environmental Case (SEC) [3.4]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
22	TBC during program execution	Safety and Environmental Case Report (SECR) [3.4]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc

23	TBC during program execution	Training Management Plan (TMP) [4.1]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
24	TBC during program execution	Training Needs Analysis Report (TNA) [4.3]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
25	TBC during program execution	Training Design Documentation (TDD) [4.5]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
26	TBC during program execution	Pilot Training Report [4.8]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
27	TBC during program execution	Internal Validation Report [4.11]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
28	TBC during program execution	NATO Codification Application [5.1]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc

29	TBC during program execution	Master Parts List Report [5.2]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
30	TBC during program execution	DEFFORM82A [5.3]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
31	TBC during program execution	Integrated Support Plan (ISP) [5.4]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
32	TBC during program execution	Reliability and Maintainability Plan [5.5]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
33	TBC during program execution	Reliability and Maintainability Case [5.6]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
34	TBC during program execution	Reliability and Maintainability Case Report [5.7]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc

35	TBC during program execution	Level of Repair Analysis Report [5.8]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
36	TBC during program execution	Failure Modes Effects and Critical Analysis (FMECA) Report [5.9]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
37	TBC during program execution	Technical Documentation Management Plan [5.11]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
38	TBC during program execution	Packaging, Handling, Storage and Transportation (PHS&T) Plan [5.12]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
39	TBC during program execution	Software Support Plan [5.13]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc
40	TBC during program execution	Technical Documentation [5.14]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc

41	TBC during program execution	Security Aspects of Design Document (SADD) [7.2]	Limited Rights The Authority shall have the right to use a Limited Rights Version and Limited Rights Information, within the United Kingdom Armed Forces, any Technical Data and Usage Data developed under the 704292450 Contract	L3Harris Technologies, Inc

Schedule 15
Exit

1 Introduction

1.1 This Schedule provides further requirements of the Authority relating to exit management and is to be read in conjunction with Condition 14 (Co-Operation on Expiry) of this Contract. The obligations set in this Schedule 15 (*Exit*) are in addition to and without prejudice to the obligations of the Contractor in Condition 74 (*Exit*) and Condition 14 (*Co-Operation on Expiry*) of the Contract.

1.2 Capitalised terms used but not defined in this Schedule 15 (*Exit*) are defined in Schedule 1 (*Definitions*) of this Contract.

1.3 The cost of carrying out the Exit Plan shall be included within the Contract Price.

2 Introduction and Background

2.1 The Schedule:

2.1.1 describes the general principles that apply to the Contractor's obligations under this Schedule 15.;

2.1.2 describes the process for the development of the Exit Plan and the Parties' obligations to perform the activities set out in the Exit Plan;

2.1.3 describes the requirements relating to the allocation of an Exit Manager;

2.1.4 describes each Parties' obligations during each Exit Period;

2.1.5 describes the process for transferring and management of assets, information and materials relating to the Contract, including knowledge, IPR, Sub-contracts and software as defined by the Exit Plan (together, for the purposes of this Schedule 15 (*Exit*), the "**Assets**") upon expiry or termination of this Contract ; and

2.1.6 describes the principles that apply to the Contractor's obligations to provide data, information and materials and other general provisions relating to the Contractor's obligations under this Schedule 15.

3 General

3.1 The Contractor may be required by the Authority to provide continuing assistance and the provision of Exit Management Information to the Authority and any Follow-on Contractor during any Exit Period to assist the Authority in relation to its procurement of and/or management of contracts placed by the Authority under the LE TacCIS Programme.

3.2 The transfer of the Assets from the Contractor to the Authority may be phased so that certain Assets are transferred to the Authority at different times or at the same time. There may be one or more Exit Periods where there has been a partial termination of the Contract. The Contractor may be required by the Authority to provide Exit Management Information and continuing assistance to the Authority (and/or any Follow-On Contractor) during any Exit Period in relation to the expiry or termination of all or part of the Contract.

3.3 The Parties acknowledge that two or more Exit Periods may operate concurrently.

4 Exit Planning

Development of the Exit Plan

4.1 One (1) month prior to the Project Initiation Meeting , the Contractor shall deliver to the Authority a draft Exit Plan that addresses, as a minimum, the requirements set out in Appendix 1 to this Schedule 15. The draft Exit Plan shall set out the Contractor's proposed overall methodology for achieving an orderly transfer of all of the services and goods from the Contractor to the Authority (or any Follow-On Contractor) upon the expiry or termination of this Contract (whether in whole or in part) for any reason whatsoever.

Review of Exit Plans

4.2 Acceptance of the Exit Plan shall be in accordance with Part 1 of Schedule 4 *(Acceptance Procedure).*

4.3 The Contractor shall:

4.3.1 keep the then current Exit Plan under review and shall, thirty (30) months from Contract Award (or such other period as the Authority may reasonably require) update and submit to the Authority for review and acceptance; and

4.3.2 where an impact assessment in respect of a Change and/or Option and/or any re-procurement of this Contract or other matter identifies that an update to the then current Exit Plan is required, update the then current Exit Plan (issuing the same to the Authority for review within ten (10) Working Days of the relevant event giving rise to the requirement for an update) and the provisions of paragraph 4.2 shall apply in the case of any disagreement between the Parties relating to the revised Exit Plan.

4.4 The Contractor shall ensure that any draft Exit Plan submitted to the Authority in accordance with paragraphs 4.1, 4.2 and 4.3 above:

4.4.1 takes into account any changes affecting the Contractor Deliverables since the previously agreed version of the Exit Plan;

4.4.2 where appropriate, aligns with, incorporates or references any activities, dates, timescales, or milestones reasonably set by the Authority; and

4.4.3 is adaptable and shall include provisions to deal with full, partial and unexpected termination of all or part of the Contractor Deliverables, taking into account the circumstances described in paragraph 2 of this Schedule.

Final Exit Plan

4.5 The Contractor's performance of the activities and obligations set out in the agreed Exit Plan which are additional to those referred to in Condition 74 (*Exit*), may be the subject to the Change Procedure described within the Contract.

5 Allocation of Exit Manager

5.1 The Contractor shall nominate an Exit Manager and appropriate resource to manage the process of Exit and return of Assets to the Authority , including the preparation and implementation of the Exit Plan.

5.2 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor to enable the Contractor to comply with the Exit Plan requirements.

6 Exit Period

6.1 The Contractor shall be responsible for the carrying out all the tasks agreed within the Exit Plan, including project management of the overall exit process. The Contractor shall ensure that Exit is completed in a smooth, efficient and orderly manner which minimises any disruption to the business of the Authority and any third parties.

Exit Period Duration

6.2 An Exit Period shall commence on the earlier of:

6.2.1 the date notified by the Authority to the Contractor in writing, provided that such date falls after the date which is no later than six (6) months prior to the Expiry Date; or

6.2.2 immediately following the issue of a Termination Notice.

6.3 The Exit Period shall end on the date on which all the activities in the Exit Plan have been completed to the satisfaction of the Authority.

Exit Information

6.4 During the Exit Period, the Contractor shall:

6.4.1 update the Exit Management Information:

6.4.1.1 within ten (10) Working Days of the start of the Exit Period; and

(1) thereafter, update the Exit Management Information no less than twice each month during the Exit Period;

6.4.2 make the Exit Management Information (as updated in accordance with paragraph 6.4.1 above) available to the Authority at any time in an editable format during the Exit Period, with reasonable notice;

6.4.3 promptly make available to the Authority in editable format all other information, as is reasonably requested by the Authority in connection with the wind-down or transfer of all or any part of the Contract.

Exit Obligations

6.5 Without prejudice to Condition 14 (*Co-Operation on Expiry*) and paragraph 6.3 above, during each Exit Period the Contractor shall perform its obligations set out in the Exit Plan and the Contractor shall continue to provide any Contractor Deliverables that are due to terminate or expire pursuant to the terms of this Contract or any Termination Notice, in accordance with its obligations under this Contract until such time as the responsibility for the provision of such Contractor Deliverables (or in the case of Partial Termination, the relevant Contractor Deliverables) has transferred to the Authority in accordance with the agreed Exit Plan.

7 Vacation of Authority Sites

7.1 At the end of the Exit Period (or earlier if this does not adversely affect the Contractor's performance of the Contractor Deliverables and the performance by the Contractor of all of its other obligations in accordance with the Exit Plan), the Contractor shall (and shall procure that the Sub-Contractors shall) perform the following to the extent that the relevant software, Authority Data, Assets, Issued Property, Authority Sites and Controlled Information is not required by the Contractor to perform the Contractor Deliverables that the Contractor shall continue to perform after the end of the relevant Exit Period:

7.1.1 vacate any Authority Sites, remove any property not to be returned under paragraph 7.1.2 and, without prejudice to Condition 37 (*Limitation of Contractor's Liability)*, rectify any loss or damage that may have occurred during its, or its Sub-contractors', occupancy of any Authority Sites;

7.1.2 without prejudice to Condition 17 (Disclosure of Information), return to the Authority all Controlled Information of the Authority and certify that it does not retain the Authority's Controlled Information save to the extent (and for the limited period) that:

7.1.2.1 such information needs to be retained by the Contractor for the purposes of providing or receiving any Contractor Deliverables or complying with its obligations in this Schedule 15 (*Exit*); or

7.1.2.2 the Contractor is obliged under the terms of this Contract, or any Laws to retain such information after termination or expiry of this Contract.

7.2 All licences, leases and authorisations granted by the Authority to the Contractor in relation to any expiring or terminating Contractor Deliverables shall be terminated with effect from the end of the Exit Period.

7.3 The Authority may dispense of any items left at the Authority Sites for more than ten (10) days following vacation in accordance with paragraph 7.1.1.

8 Assets, Sub-Contracts and Software

General Provisions

8.1 Following expiry or termination (however arising) of this Contract (or any relevant part of it) and during each Exit Period, the Contractor shall not, without the Authority's approval:

8.1.1 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing goods or acquire any new Assets; or

8.1.2 terminate, enter into or vary any licence for software in connection with the Contractor Deliverables.

8.1.3 Following receipt of any up-to-date relevant information provided by the Contractor pursuant to paragraph 4.5.1 above, the Authority may provide written notice to the Contractor setting out which Assets the Authority requires to be transferred to the Authority.

9 Other

9.1 Within ten (10) Working Days of being requested to do so by the Authority, the Contractor shall provide the Authority with a breakdown of any Exit Information so that the Authority is able to identify which information relates to one or more of the Contractor Deliverables (or one or more parts of the Contractor Deliverables). The Authority may from time to time require the Contractor to break down, or otherwise divide, the Exit Information and the Contractor shall provide such break downs to the Authority within five (5) Working Days from the relevant request.

9.2 Except as expressly stated in any Exit Plan, the obligations stated in the Exit Plan shall be in addition to, and not in substitution for the provision of the Contractor Deliverables and the Contractor shall continue to provide the Contractor Deliverables on the terms and conditions of this Contract.

Appendix 1
Exit Plan Product Description

1 Introduction

1.1 The Exit Plan shall consist of but not be limited to the Exit Plan Product Description below.

2 Format of Product

2.1 The Contractor shall prepare the Exit Plan in electronic format, readable by Microsoft Office, Adobe Reader or other application agreed by the parties. All of the content of the Exit Plan shall be supported by timetable for implementation plan all of the activities to be undertaken before, during and after the Exit Period. .

3 Content

3.1 The Exit Plan shall include:

3.1.1 details of the activities to be performed by the Parties before, during and after each Exit Period, and set out the key milestones, trigger events (such as the serving of a Termination Notice) and the required resourcing for such activities;

3.1.2 a draft timetable and implementation plan of the activities to be performed by the Parties;

3.1.3 name and contact details) of the Parties' point of contact for issues relating to Exit Management;

3.1.4 the Contractor's management structure to be implemented during each Exit Period;

3.1.5 details of methods the Contractor shall use to report on the progress of the Exit Plan and the frequency of such reports;

3.1.6 at such time as such information is known after the relevant Termination Notice has been served or prior to expiry of this Contract, the scope of the exit, which shall include:

(i) confirmation of the Contractor Deliverables that are terminating or expiring;

(ii) a description of the Contractor Deliverables at the beginning of the Exit Period, including details of any work in progress;

(iii) a description of the Contractor Deliverables at the conclusion of each Exit Period; and

(iv) details of the scope of the Exit Assistance that may be required for the benefit of the Authority;

3.1.7 details of all the Assets that are to be transferred to the Authority and for each of those Assets:

(i) details of the process for transferring the Assets that are to be transferred to the Authority including details of any documentation that needs to be signed to implement the transfer and the proposed dates for finalising and executing such documentation;

3.1.8 details of how the Assets shall transfer to the Authority and details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Sub-contractors (where applicable) and details of how the Contractor Deliverables would be provided (if required) during each Exit Period;

3.1.9 details of the processes that the Contractor uses to deal with risks arising in relation to the transfer of the Assets to the Authority

3.1.10 relevant information regarding the transfer of security related processes and arrangements, such as information security and physical and logical access control;

3.1.11 details of the significant risks, issues, assumptions and dependencies as they apply to the Exit Plan;

3.1.12 descriptions of the activities required to ensure that the Contractor continues to provide the Contractor Deliverables in accordance with this Contract;

3.1.13 details as to how the Contractor will ensure that there will be minimum disruption in the provision of the Contractor Deliverables during the Exit Period;

Schedule 16
TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. **DEFINITIONS**

1.1 In this Schedule 16 (*Transfer Regulations*), save where otherwise provided, words and terms defined in Schedule 1 (Contract Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Contract Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"**Data protection legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

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

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"**Employee Liability Information**" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"**Employing Sub-Contractor**" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"**New Provider**" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"**Relevant Transfer**" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"**Transfer Date**" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"**Transferring Employee**" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"**Transfer Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. **EMPLOYMENT**

2.1 **Information on Re-tender, Partial Termination, Termination or Expiry**

2.1.1 No earlier than one year] preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written

request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

(a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;

(b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 16 (*Transfer Regulations*) relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;

(c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;

(d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;

(e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

(a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 (Personnel Information) of this Schedule 16 (*Transfer Regulations*) relating to the Transferring Employees is provided to the Authority and/or any New Provider;

(b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;

(c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 (*Personnel Information*) of this Schedule 16 (*Transfer Regulations*) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 16 (*Transfer Regulations*) in respect of Transferring Employees.

2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

(a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or

(b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or

(c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

(d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule [X].

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 16 (*Transfer Regulations*) request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Transferring Employees**

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

(a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and

(b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Transferring Employees**

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

(a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

(b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and

(c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and

liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:

(i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);

(ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;

(iii) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

(A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

(B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

(C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

(iv) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

(v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of [redacted]; and

(vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 **Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

(a) any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;

(b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the

Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 **Contracts (Rights of Third Parties) Act 1999**

2.5.1 Pursuant to the terms of Condition 15 of the Contract, a New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 **General**

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule [X] where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of this Schedule 16 (*Transfer Regulations*), the following information will be provided:

   a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;

   b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;

   c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);

   d) Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:

   a) Age (not date of Birth);

   b) Employment Status (i.e. Fixed Term, Casual, Permanent);

   c) Length of current period of continuous employment (in years, months) and notice entitlement;

   d) Weekly conditioned hours of attendance (gross);

   e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);

   f) Pension Scheme Membership:

   g) Pension and redundancy liability information;

   h) Annual Salary;

   i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);

   j) Details of attendance patterns that attract enhanced rates of pay or allowances;

   k) Regular/recurring allowances;

   l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 16 (*Transfer Regulations*), the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 **Personal, Employment and Career**

a) Age;

b) Security Vetting Clearance;

c) Job title;

d) Work location;

e) Conditioned hours of work;

f) Employment Status;

g) Details of training and operating licensing required for Statutory and Health and Safety reasons;

h) Details of training or sponsorship commitments;

i) Standard Annual leave entitlement and current leave year entitlement and record;

j) Annual leave reckonable service date;

k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;

l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;

m) Issue of Uniform/Protective Clothing;

n) Working Time Directive opt-out forms; and

o) Date from which the latest period of continuous employment began.

1.2 **Superannuation and Pay**

a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

b) Annual salary and rates of pay band/grade;

c) Shifts, unsociable hours or other premium rates of pay;

d) Overtime history for the preceding twelve-month period;

e) Allowances and bonuses for the preceding twelve-month period;

f) Details of outstanding loan, advances on salary or debts;

g) Pension Scheme Membership;

h) For pension purposes, the notional reckonable service date;

i) Pensionable pay history for three years to date of transfer;

j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and

k) Percentage of pay currently contributed under any added years arrangements.

1.3 **Medical**

a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and

b) Details of any active restoring efficiency case for health purposes.

1.4 **Disciplinary**

a) Details of any active restoring efficiency case for reasons of performance; and

b) Details of any active disciplinary cases where corrective action is ongoing.

1.5 **Further information**

a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;

b) Short term variations to attendance hours to accommodate a domestic situation;

c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;

d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 **Information to be provided 28 days prior to the Transfer Date:**

a) Employee's full name;

b) Date of Birth

c) Home address;

d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 **Information to be provided within 14 days following a Transfer Date:**

1.7.1 Performance Appraisal

The current year's Performance Appraisal;

Current year’s training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay

Schedule 17
Performance– Key Performance Indicators

The Parties acknowledge that the Contractors performance in respect of the Contract may be measured by quantifiable Key Performance Indicators (KPIs).

Introduction

The Key Performance Indicators (KPIs) provide a quantifiable measure of the Contractor's performance under the Contract and will be reviewed and reported at the quarterly and monthly management meetings.
The KPIs that will be measured, are as set out below.

Title: Issue of required reports in accordance with the Schedule

Designation:

Schedule 2, Schedule of Requirements,
Part B, Statement of Requirements

The following reports:

Table 4 – Project Management Requirements
Table 5 – Safety and Environmental Requirements
Table 6 – Training Requirements
Table 7 – Logistics Requirements
Table 8 – Test and Evaluation Requirements
Table 9 – Security Requirements
Table 10 – Equipment Requirements
Table 11 - Contract Options

Significance:

Timely issue of full and accurate reports to cover all of the areas in Tables 4 to 11 of Schedule B Statement of Requirements within the agreed periods.

Target:

100% of documentation is received by the Authority within the agreed periods and in the agreed format.

Means/Method of Measurement:

The Authority shall maintain a log of when the KPI's GREEN metric is not met, for discussion at the Review Meetings.

Red Indicator – Reports issued >5 days late
Amber Indicator – Reports issued 1 to 5 days late
Green Indicator – Reports issued on time

Schedule 18

Risk Mitigation Activities

Risk ref	Status	Risk Title	Cause(s) Risk Description	Mitigation(s)	Probability low, medium, high	Cost / Impact
MMR 0049	Open	Condition 49 (Contractor's Personnel at Government Establishments)	Damage to Customer property	We do not anticipate Contractor personnel requiring access to any Government establishment other than attendance at Monthly or Quarterly scheduled meetings through the life of the programme and in accordance with the Project Management Plan. In these events we would expect the Authority to provide an escort. A number of these will also be held remotely. Our contract also does not include any installation work, only delivery of the Deliverables. No engineering work or other activities that might be deemed to lead to any, or worst case scenario Customer property damage is anticipated.	Highly unlikely	Up to [redacted]
MMR 0071	Open	Condition 71 (Material Breach)	Authority Right to Terminate in the event of Material Breach and a claim for damages in relation to: i) carrying out work to make the Deliverables Comply, ii) procuring Deliverables from another source	The contract includes a Dispute Resolution procedure, and we also have multiple scheduled Customer meetings through the life of the programme to manage any anticipated Material Breach and to enable L3Harris to discuss these issues with the Customer. The risk is minimal however as the Deliverables are off-the-shelf radios for which we have also supplied failure rate information at bid stage and we are including First Article and System Acceptance Tests in the contract which will continually reduce this libility as the delivery schedule progresses. The Customer is also unable to procure L3Harris radios from elsewhere and if they did the equipment would not be supported.	Highly unlikely	Up to [redacted]

MMR 0056	Open	Condition 56 (Issued Property)	Damage to Customer Property (GFA and any other material issued in connection with the contract)	We expect to receive no Issued Property, and if we do we have a Government Furnished Asset (or GFE) register for managing GFE. All GFE is managed by our site facilities representatives in accordance with our internal procedures and which are regularly audited. Any GFE that we do receive will be minimal in number and would be handled by qualified personnel.	Highly unlikely	Up to [redacted]
MMR 0057	Open	Condition 57 (Loss of or Damage to the Articles)	Loss of or damage to the Contractor Deliverables	Contractor risk in Loss of Damage to the Articles is only required to the point of Delivery which is FCA (Free Carrier) Incoterms 2020 at L3Harris's facility in Rochester. As soon as the goods are handed over to the freight forwarder, risk of loss passes to the Customer.	Highly unlikely	Up to [redacted]

Schedule 19

Financial Management Information

1. Minimum Requirement – Financial Management Reports to be Provided by Suppliers as required under Condition 40 *(Financial Management Information)* of the Contract

1		**Provision of Information**
	a	1st Report to be provided within twenty (20) Business Days from the Effective Date.
	b	Report to be provided as stated in the Contract on UK MOD Business Day three (3) or by exception thereafter.
	c	Requirement does not substitute or replace any requirements under the Contract providing that delivery of that information is linked to Key Performance Indicators and payments to the Contractor.
	d	Financial Information provided must be VAT exclusive.
	e	All reports to be endorsed by the Contractor Representative, recognising that the accruals are estimates, but confirming that the report reflects their judgement of the activity on the Contract.
2		**Contract Summary Information**
	a	Contract Number.
	b	Contract Title.
	c	Contractor Name.
	d	Original Contract Price Excluding VAT (at Effective Date).
	e	Revised Contract Price (to reflect any Contract Amendments) Excluding VAT.
	f	Nature of Pricing – e.g. firm, fixed, target cost incentive fee.
	g	Currency.
	h	Report Date.
3		**Information to be Provided**
	a	Minimum granularity is Contract schedule lines. [May be extended to reflect, for example, KPI, Milestones, Activities, Items, NSNs]. It is noted that in some circumstances Contract schedule lines may not be appropriate (e.g. commodity items) and may need to be grouped.
	b	Inventory information (if applicable) to separately identify service charge and purchases of inventory [required for all on-Statement of Financial Position, Off System Inventory CLS arrangements].
	c	Description.
	d	Value of activity (Ex VAT).
	e	Progress % work completed on the activity as at report date.
4		**Financial Profile –** The report is to collect information on actual and planned accruals: that is the contractual value of work undertaken (earned value of work) within a period, for which the MOD will be [was] liable to pay. It includes work undertaken by Subcontractors. It includes work completed and invoiced. The total value of work [to be] completed is expected to be comparable to the contract price. If a fixed or firm price has been agreed for the Contract, then the value of work should be assessed on this basis.
	a	Prior Years: Work completed (value to sales) in previous financial years.
	b	Earned Value: Work completed (value to sales) in month – this is the value of work done (accrued/ earned value) during that calendar month.
	c	Earned Value: Cumulative Work Completed (value to sales) – this is the value of work done (accrued/ earned value) on the activity to date.
	d	MOD Current Financial Year monthly – this will be a mix of actual completed to the end of the current period and forecast beyond that date.
	e	After the Current Financial Year an annual estimate by MOD Financial until Contract end date – Forecast periods show the expected work to be undertaken during each period on the activities in the Contract. Insert additional years as required.

2. Note: Accruals represent the earned value or work the Contractor has completed to date.

Annex A to Schedule 19 *(Financial Management Information)* – Example Report

1. Example Submission

Contract No:	XXXXX	**Description:**	XXXXX	**Contractor:**	XXXXX	**Original Contract Price** (Ex VAT)	XXXXX	**Report Date**	XXXXX
								Currency	£ UK Sterling
Financial Management Report (Work Completion Plan) £ -						**Revised Contract Price:**	XXXXX	**Nature of Pricing:**	e.g. firm/fixed

MILESTONE/ Activity/ Item/ NSN	**Description**	**Value (Ex VAT)**	**Progress % Complete as at report date**		**Prior Years**	**Apr-13**	**May-13**	**Jun-13**	**Jul-13**	**Aug-13**	**Sept-13**	**Oct-13**
1				Completed in month								
				Work completed								
2				Completed in month								
				Work Completed								
Total Work Complete												

	Nov-21	**Dec-21**	**Jan-22**	**Feb-22**	**Mar-22**	**21/22**	**ETC Annual Financial Year Estimates until Contract End Date**
Completed in month							
Work Completed							
Completed in month							
Work Completed							
Total Work Complete							

2. Contractor Representative:

This document is an estimate of work completed on the Contract and is based on my best judgement reflecting the information available to me.

Name:
Signature:
Position:
Date:

Annex B to Schedule 19

SME Spend Data Collection

MOD SME Spend Data Collection		
Please answer all questions below **populating yellow cells** only as applicable and return to DefComrclSSM-DefenceProc@mod.gov.uk by 30th June each year. Please refer to the guidance tab.		
INSERT YOUR ORGANISATION / COMPANY NAME HERE		
INSERT CONTRACT NAME and REFERENCE NUMBER HERE		
INSERT FINANCIAL YEAR HERE		

Financial Year 01 April - 31 March	**£**	**%**
A1. Total contract revenue (£) received directly from MOD	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	

Data provided by:			
Supplier Name		Name	
DUNS Number		Position	
Address Line 1		Email	
Address Line 2		Phone	
Town / City		Date	
Post Code			

Schedule 20

Standards

1. Introduction.

a. This Schedule 20 *(Standards*) to the Contract lists the standards that the Contractor shall follow during the Term with exact details contained within the Contract:

(1) MOD standards:

Def Stan 00-040 Pt 1

Def Stan 00-042 Pt3

Def Stan 00-051 Parts 1 & 2

Def Stan 00-55

Def Stan 00-056 Parts 1 & 2;

Def Stan 05-057

Def Stan 05-061 Part 1: Concessions

Def Stan 07-085

Def Stan 05-099;

Def Stan 05-132

Def Stan 05-138

Def Stan 00-251 Pt3

Def Stan 00-600 Pt1

Def Stan 81-041 (Part 6)

JSP 604 - as accessed by the Contractor through DEFNET via the Contractors OS Network

JSP 822 - as accessed by the Contractor through DEFNET via the Contractors OS Network

JSP 939 - as accessed by the Contractor through DEFNET via the Contractors OS Network

Army Equipment Support Publication (AESP) 0100-P005-010 and contain the following AESP categories:

101, 201, 202, 211, 212, 301,411 (if applicable), 421, 511, 521, 531 (if applicable), 541 (if applicable), 601, 711, 741 and 811 (if applicable).

(2) UK standards/Regulations:

Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (“CDG”) (as amended 2011)

European Agreement Concerning the International Carriage of Dangerous Goods by Road (“ADR”)

Regulations Concerning the International Carriage of Dangerous Goods by Rail (“RID”)

International Maritime Dangerous Goods (“IMDG”) Code

International Civil Aviation Organisation (“ICAO”) Technical Instructions for the Safe Transport of Dangerous Goods by Air

International Air Transport Association (“IATA”) Dangerous Goods Regulations

The Health and Safety At Work Act 1974 (as amended)

The Classification Hazard Information and Packaging for Supply Regulations (CHIP) 2009 (as amended)

The REACH Regulations 2007 (as amended)

The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended

The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and

The Air Navigation (Amendment) Order 2019

Health and Safety At Work Act 1974 (as amended).

REACH Regulations 2007 (as amended)

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).

Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended)

Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982

(3) International standards:

ISO 25010

ISO 9001

(4) NATO standards

AQAP 2105

AQAP 2110

AQAP 2210

AQAP 2131

TANAG 4329

This list is not exhaustive and others may be required in accordance with the Contract

Schedule 21
OPTIONS

Table 1 – Item 5 – Option 1 Provision of additional MMR equipment

Part #	Product Short Description	Unit Price	Option 1	
			QTY	Ext Price
10075-1399	HANDSET, MODIFIED H-250	[redacted]	[redacted]	[redacted]
10513-8110-01	HAVE QUICK ROYALTY	[redacted]	[redacted]	[redacted]
10553-1300-02	KIT, FIII KDU, GREEN, NO EXT CABLE	[redacted]	[redacted]	[redacted]
12006-9000-01	FOLDABLE X-YAGI SATCOM ANTENNA	[redacted]	[redacted]	[redacted]
12043-4800-01	BATTERY BOX ASSEMBLY	[redacted]	[redacted]	[redacted]
12051-1050-01	BATTERY ADAPTER, HANDHELD, ABC CHARGER	[redacted]	[redacted]	[redacted]
12051-3050-01	BATTERY ADAPTER, DUAL, MANPACK, ABC CHARGER	[redacted]	[redacted]	[redacted]
12177-1050-01	MCMP POUCH, COYOTE	[redacted]	[redacted]	[redacted]
12193-0330-A006	CABLE ASSY, CLONING/RETRANS	[redacted]	[redacted]	[redacted]
12193-0358-B009	CABLE ASSY, POWER SUPPLY TO SPEAKER	[redacted]	[redacted]	[redacted]
RF-335M-HH001UK	AN/PRC-163 20M RADIO SYSTEM, UK/MIL GPS	[redacted]	[redacted]	[redacted]
12193-0420-A004	CABLE ASSY, 12 PIN TO KDU	[redacted]	[redacted]	[redacted]
12193-0480-A009	CABLE ASSY, 2 CHANNEL SPEAKER	[redacted]	[redacted]	[redacted]
12193-0600-A1	CABLE ASSY, 19-PIN TO DUAL AUDIO AND EUD/RKDU	[redacted]	[redacted]	[redacted]
12193-1040-03	MCHH MISSION FILL KIT (INTERNATIONAL)	[redacted]	[redacted]	[redacted]
12193-1591-01	HOLSTER, MCHH, BATTERY ACCESS, MULTICAM	[redacted]	[redacted]	[redacted]
12193-8940-0011	SW, FACTORY OPTION, HAVEQUICKII	[redacted]	[redacted]	[redacted]
12193-8940-0014	SW, FACTORY OPTION, SATURN	[redacted]	[redacted]	[redacted]
12193-8940-0016	SW, FACTORY OPTION, LBAND	[redacted]	[redacted]	[redacted]
12193-8940-0101	SW, FACTORY OPTION, HPW AND IW	[redacted]	[redacted]	[redacted]
12193-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL	[redacted]	[redacted]	[redacted]
12237-2730-01	ANTENNA, BLADE, VHF/UHF, 45 INCH	[redacted]	[redacted]	[redacted]
12237-2740-01	225-450 & 760-2600 MHZ DUAL BAND ANTENNA,MANPACK	[redacted]	[redacted]	[redacted]
12237-8940-0015	SW, FACTORY OPTION, SATURN	[redacted]	[redacted]	[redacted]
12237-8940-0017	SW, FACTORY OPTION, VULOS L-BAND	[redacted]	[redacted]	[redacted]
12237-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL	[redacted]	[redacted]	[redacted]
12241-1000-01	ADAPTER ASSEMBLY, DISMOUNTED GENERAL, MCHH	[redacted]	[redacted]	[redacted]
12246-0360-01	REMOTE KDU KIT, GRN	[redacted]	[redacted]	[redacted]
12500-2500-02	BATTERY PK, RECHARGEABLE, 7.0A-HR LITH ION, GRN	[redacted]	[redacted]	[redacted]
A30-1677-001	VARIABLE-CAPACITY PACK, CREWCAB BVS, MULTICAM	[redacted]	[redacted]	[redacted]
A30-2270-001	HEADSET X5 IN-EAR W/ MIC TAN	[redacted]	[redacted]	[redacted]
A30-2270-002	HEADSET T7 OVER-EAR W/ MIC TAN	[redacted]	[redacted]	[redacted]
A30-2270-003	CABLE SPLITTER T7 W/ GSR 450MM	[redacted]	[redacted]	[redacted]
A30-2270-004	CONTROL UNIT V20 2-PTT GEN 2 TAN	[redacted]	[redacted]	[redacted]
A30-2270-005	CABLE ASSY COM 19-PIN TO PTT TAN 800MM	[redacted]	[redacted]	[redacted]
AN/PRC-167-CD001	CPA FOR AN/PRC-167	[redacted]	[redacted]	[redacted]

BT-70791JV	BATTERY PK, RECHARGEABLE, 10.2A-HR LITH ION, TAN	[redacted]	[redacted]	[redacted]
RF-3081-AT001	ANTENNA, MUOS, ATP SATCOM	[redacted]	[redacted]	[redacted]
RF-345M-MP003-UK	AN/PRC-167 RADIO SYSTEM, UK/MIL GPS	[redacted]	[redacted]	[redacted]
RF-5058-CH032	BATTERY CHARGER, CONDITIONER, 2-BAY,UK CORD	[redacted]	[redacted]	[redacted]
RF-5853-CH232	CHARGER, DUEL BAY, AC/DC, UK CORD	[redacted]	[redacted]	[redacted]
RF-5902-CH208	BATTERY CHARGER, 8 BAY TACTICAL, ADVANCED	[redacted]	[redacted]	[redacted]
RF-5980-SA201	SPEAKER, TWO CHANNEL, CARC GREEN, T-BRACKET MTG	[redacted]	[redacted]	[redacted]
RF-7914-PS031	MANPACK BATTERY ELIMINATOR, UK CORD	[redacted]	[redacted]	[redacted]
Total				[redacted]

Table 1 – Item 6 – Option 2 Provision of additional MMR equipment

Description	**Qty**				**CY22**	**CY23**	**CY24**
Handheld radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		*Qty*	*Item*	*Description*			
		[redacted]	10075-1399	HANDSET, MODIFIED H-250			
		[redacted]	10513-8110-01	HAVE QUICK ROYALTY			
		[redacted]	10553-1300-02	KIT, FIII KDU, GREEN, NO EXT CABLE			
		[redacted]	RF-335M-HH001UK	AN/PRC-163 20M RADIO SYSTEM, UK/MIL GPS			
		[redacted]	12193-0420-A004	CABLE ASSY, 12 PIN TO KDU			
		[redacted]	12193-0600-A1	CABLE ASSY, 19-PIN TO DUAL AUDIO AND EUD/RKDU			
		[redacted]	12193-1591-01	HOLSTER, MCHH, BATTERY ACCESS, MULTICAM			
		[redacted]	12193-8940-0011	SW, FACTORY OPTION, HAVEQUICKII			
		[redacted]	12193-8940-0014	SW, FACTORY OPTION, SATURN			
		[redacted]	12193-8940-0016	SW, FACTORY OPTION, LBAND			
		[redacted]	12193-8940-0101	SW, FACTORY OPTION, HPW AND IW			
		[redacted]	12193-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL			
		[redacted]	12241-1000-01	ADAPTER ASSEMBLY, DISMOUNTED GENERAL, MCHH			
		[redacted]	12500-2500-02	BATTERY PK, RECHARGEABLE, 7.0A-HR LITH ION, GRN			
		[redacted]	A30-2270-001	HEADSET X5 IN-EAR W/ MIC TAN			
		[redacted]	A30-2270-002	HEADSET T7 OVER-EAR W/ MIC TAN			
		[redacted]	A30-2270-003	CABLE SPLITTER T7 W/ GSR 450MM			
		[redacted]	A30-2270-004	CONTROL UNIT V20 2-PTT GEN 2 TAN			

Description	Qty				CY22	CY23	CY24
		[redacted]	A30-2270-005	CABLE ASSY COM 19-PIN TO PTT TAN 800MM			
		[redacted]	RF-3081-AT001	ANTENNA, MUOS, ATP SATCOM			
Additional batteries for Handheld radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	12500-2500-02	BATTERY PK, RECHARGEABLE, 7.0A-HR LITH ION, GRN			
Single way battery charger for Handheld radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	RF-5853-CH232	CHARGER, DUEL BAY, AC/DC, UK CORD			
Multi-way battery charger for Handheld and Manpack radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	12051-1050-01	BATTERY ADAPTER, HANDHELD, ABC CHARGER			
		[redacted]	12051-3050-01	BATTERY ADAPTER, DUAL, MANPACK, ABC CHARGER			
		[redacted]	RF-5902-CH208	BATTERY CHARGER, 8 BAY TACTICAL, ADVANCED			
Clone cable for Handheld radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	12193-0330-A006	CABLE ASSY, CLONING/RETRANS			
Manpack radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	10513-8110-01	HAVE QUICK ROYALTY			
		[redacted]	12043-4800-01	BATTERY BOX ASSEMBLY			
		[redacted]	12177-1050-01	MCMP POUCH, COYOTE			
		[redacted]	12237-2730-01	ANTENNA, BLADE, VHF/UHF, 45 INCH			
		[redacted]	12237-2740-01	225-450 & 760-2600 MHZ DUAL BAND ANTENNA,MANPACK			
		[redacted]	12237-8940-0015	SW, FACTORY OPTION, SATURN			

Description	Qty				CY22	CY23	CY24
		[redacted]	12237-8940-0017	SW, FACTORY OPTION, VULOS L-BAND			
		[redacted]	12237-8940-4002	SW, FACTORY OPTION, TSM, INTERNATIONAL			
		[redacted]	12246-0360-01	REMOTE KDU KIT, GRN			
		[redacted]	A30-1677-001	VARIABLE-CAPACITY PACK, CREWCAB BVS, MULTICAM			
		[redacted]	A30-2270-001	HEADSET X5 IN-EAR W/ MIC TAN			
		[redacted]	A30-2270-002	HEADSET T7 OVER-EAR W/ MIC TAN			
		[redacted]	A30-2270-003	CABLE SPLITTER T7 W/ GSR 450MM			
		[redacted]	A30-2270-004	CONTROL UNIT V20 2-PTT GEN 2 TAN			
		[redacted]	A30-2270-005	CABLE ASSY COM 19-PIN TO PTT TAN 800MM			
		[redacted]	BT-70791JV	BATTERY PK, RECHARGEABLE, 10.2A-HR LITH ION, TAN			
		[redacted]	RF-3081-AT001	ANTENNA, MUOS, ATP SATCOM			
		[redacted]	RF-345M-MP003-UK	AN/PRC-167 RADIO SYSTEM, UK/MIL GPS			
Additional batteries for Manpack radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	BT-70791JV	BATTERY PK, RECHARGEABLE, 10.2A-HR LITH ION, TAN			
Single way battery charger for Manpack radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	RF-5058-CH032	BATTERY CHARGER, CONDITIONER, 2-BAY,UK CORD			
Clone cable for Manpack radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	12193-0330-A006	CABLE ASSY, CLONING/RETRANS			
HQ - Desktop speaker for Manpack radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	12193-0358-B009	CABLE ASSY, POWER SUPPLY TO SPEAKER			
		[redacted]	12193-0480-A009	CABLE ASSY, 2 CHANNEL SPEAKER			
		[redacted]	RF-5980-SA201	SPEAKER, TWO CHANNEL, CARC GREEN, T-BRACKET MTG			

Description	Qty				CY22	CY23	CY24
HQ - Battery eliminator for Manpack radio	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	RF-7914-PS031	MANPACK BATTERY ELIMINATOR, UK CORD			
HQ - High gain Tactical Satellite Antenna (TacSAT) for Manpack radio; Including 2 x 12.5 FT, N Male to N Female coaxial cables.	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	12006-9000-01	FOLDABLE X-YAGI SATCOM ANTENNA			
Mission Planning software application, including associated PC programming cable	[redacted]				[redacted]	[redacted]	[redacted]
Comprising:		Qty	Item	Description			
		[redacted]	12193-1040-03	MCHH MISSION FILL KIT (INTERNATIONAL)			
		[redacted]	AN/PRC-167-CD001	CPA FOR AN/PRC-167			
KIK-11 – Tactical Key Loader	[redacted]				[redacted]	[redacted]	[redacted]
RF-3577-30EN – Rugged Laptop with detachable keyboard	[redacted]				[redacted]	[redacted]	[redacted]
RF-3577-76EN – Rugged Mini-laptop	[redacted]				[redacted]	[redacted]	[redacted]
11105-4010-02 – 12-32 VDC Adapter (120 W) for Laptop	[redacted]				[redacted]	[redacted]	[redacted]
W80-0028-501 - UK/Ireland 2.5 Amp Power Cord Set/C5 Connector for Laptop	[redacted]				[redacted]	[redacted]	[redacted]

Schedule 22

Special Procedure for Initial Spares

Definitions

1. Throughout this document, the following definitions apply:

   a. 'Peculiar' parts are those designed specifically for the equipment concerned and having no other application.

   b. 'Proprietary' parts are those for which the design rights are not held or shared by the Authority. (For the purposes of this procedure, lists of proprietary parts shall include the actual manufacturer's name address and part number, in addition to any reference allocated by the Contractor).

   c. To distinguish this procedure from the several others referring to 'immediate initial' or 'advance' spares, it shall be referred to as 'DEFCON 82 Procedure'.

Background and Scope of the Procedure

2. When a completely new equipment is provided to the Services, or existing equipment modified, it is imperative that its operational efficiency is not impaired by lack of spare parts, should a functional failure occur. Suitable arrangements must, therefore, be made to ensure that a supply of spare parts is available before, or at least as soon as, the new or modified equipment is brought into use.

3. The administration of store required for the Armed Forces is a complex operation, including the technical assessment of precisely which spares will be required ('Ranging'), in what quantity, ('Scaling'), and with what identification (NATO Stock Nos, Descriptions, Special Packaging, etc.). These detailed assessments inevitably take time and interim arrangements are therefore necessary to ensure the timely supply of such spares as are considered necessary to maintain the new (or modified) equipment in full operational condition during the initial period of use.

4. The procedures detailed in Part A at Annex A and Part B at Annex B below have the special purpose of providing such an initial supply of essential spare parts in order to maintain operational capability until the Authority's normal spares procurement procedure can produce the full range of spares which a more detailed examination of all the available information suggests will be needed. Part A covers action to be taken in order to provide initial spares concurrently with the main equipment, while Part B is designed to cover similar requirements arising from modification to equipment already in service. Parts A and B are dissimilar in that Part A deals comprehensively with requirements placed on the Contractor under the listing, authorising and purchasing of spares for new equipment, whereas Part B deals only with listing spares for modifications. For ease of reference, paragraph headings in the two Parts correspond as far as possible.

5. This Special Procedure for Initial Spares requires the Contractor to draw up, at the earliest possible moment and in accordance with such technical information and assistance as may be provided by the Authority, a list of spare parts which they consider will be sufficient in type and quantity to maintain the operational efficiency of the new or modified equipment during an initial period of use (such period being two years, unless otherwise stated in the Contract). Lists of spares required under Part A (New Equipments) should be submitted on DEFFORM 82A and those under Part B (Modifications) on DEFFORM 82B. Any further information or guidance which the Contractor may require concerning the assessment of spares, or completion of DEFFORM 82A or 82B, should be obtained from the relevant Project Manager.

Annex A to
Special Procedure for Initial Spares

Part A: New Equipments

6. The Contractor shall make preliminary arrangements for the supply of spares as follows: Provision of Initial Spares Concurrently with the Main Equipment

7. Initial spares under this procedure are required to be delivered not later, and preferably two months earlier, than the first delivery of the main equipment. The Contractor shall therefore plan to provide concurrently with the main equipment a sufficient quantity of spare parts to ensure adequate spares cover for the stated period. In principle, each batch of parts released for manufacture should contain its quota of spares. Any special release procedure will be detailed in the Contract.

8. To implement Clause 7 above, the Contractor is required to assess which parts are likely to need replacement during the initial period of use in accordance with Clause 5 above.

Criteria for Determining Spares Required

9. Spares recommended by the Contractor shall, unless the Contract stipulates otherwise, comply with the following criteria:

a. They shall consist of components, piece-parts, modules, subassemblies and assemblies which are to the same design standard as those fitted in the production equipment.

b. Common items such as standard nuts and bolts, washers etc., shall be excluded unless they are likely to need frequent replacement, when they shall be listed separately in accordance with Clause 10.b.(3). below).

c. Items supplied to the Contractor on Embodiment Loan are to be excluded.

d. The total estimated value of all the parts recommended shall not exceed the amount which may be included in the Contract for this purpose.

e. The total quantity of any part shall take account of reliability predictions and such deployment information, servicing and other data as may be supplied by the Authority. Preparation and Submission of Lists.

10. Within the time specified in the Contract (or within three months from date of Contract if no time is so specified) or of the Authority's approval to manufacture any major assembly included in the Contract:

a. The Contractor shall provide the Project Manager concerned with an original copy of each preliminary list detailing the range and quantity of spares which they recommend in accordance with Clause 5 above. If formal design modification approval of any part of the main equipment occurs after these lists have been prepared, the Contractor may be asked to submit further lists, within a specified period, in respect of the modified portion of the equipment in accordance with Clause 15 below. No action to purchase or manufacture listed items is to be taken until authority is given. For details see Clauses 11 and 12 below.

b. Preliminary lists are to be submitted in 3 parts, using DEFFORM 82A:

(1) LIST A - shall detail the main assemblies in serially numbered order (e.g. 1/10 to 10/10), forming the complete equipment and may be submitted as a list, or as an equipment family tree. Where assemblies of a complete equipment are receiving the Authority's approval to manufacture in sequence, it is most important that inability to complete LIST A should not delay completion of LISTS B and C for assemblies which have been approved for manufacture. Such lists are to be endorsed with the main assembly serial number mentioned above.

(2) LIST B - shall detail the spares which are peculiar to the equipment, separate lists being submitted for each main assembly.

(3) LIST C - shall detail those spares recommended, but not appropriate to LISTS A or B, together with any common items referred to in sub-Clause 9.b) above, these items being listed last. Separate lists are to be submitted for each main assembly.

(4) On LISTS B and C the Contractor shall complete columns (i) to (viii), adding any special reference advised by the Authority. The original copy of each of these lists shall be submitted to the Project Manager as soon as they are completed and without waiting for the completion of other lists. The last list of any series is to show that the series is complete.

When preparing their list of spares on DEFFORMS 82A or 82B, the Contractor must mark all static-sensitive items with the letters 'SS' in red in the 'Description' column.

Particular attention is drawn to the requirement for the actual manufacturer's name, address and parts reference number to be entered in columns (ii) and (iii) of DEFFORM 82A in respect of all parts detailed thereon.

The estimated prices to be entered in column (viii) of DEFFORM 82A will be used by the Authority for budgetary purposes only. Prices for all Articles subsequently purchased will be negotiated separately in accordance with normal contract arrangements.

Procedure for the Purchase of Spares by the Authority

11. After examination of the Contractor's recommendations on Lists B and C, the Authority will place its requirements on the Contractor by means of an amendment to an existing contract or a new contract. The Authority will accept liability for the supply of the spares recommended by the Contractor only to the extent that their recommendation is positively approved and the spares are specifically ordered. The Authority also reserves the right to procure Articles deleted from the original lists from sources other than the Main Equipment Contractor.

12. Domestic management codes, NATO Stock Nos., item names and descriptions and packaging requirements for the items to be purchased will be notified to the Contractor as soon as possible by means of further copies of DEFFORM 110 AL on which columns 'a', ‘b’ and ‘c’ have been completed. Each Article shall be identified by a NATO Stock No. before delivery.

Technical Data to Be Supplied

13. To enable the Authority to carry out technical vetting, codification and cataloguing of the spares recommended under this procedure, the Contractor shall supply the following information prior to, or concurrently with, Lists B and C. (The Authority undertakes that the information given will not be used for any other purposes):

a. Parts lists of the equipment or unit, illustrated wherever possible.

b. General arrangement drawings of the equipment or unit to show the position and function of the spares recommended.

c. Schematic layout diagram of assemblies, suitably references to indicate where the recommended spares will be fitted.

d. Relevant detail drawings, specifications and technical data.

14. The Contractor shall send the above information in duplicate to the Project Manager named in the Contract unless instructed otherwise. Design Changes

15. The Contractor shall be responsible for notifying the Project Manager of any amendments to the lists which they consider necessary as a result of design changes, quoting the appropriate reference and authority. Details of the amendment(s) shall be submitted on DEFFORM 82A or 82B as required by the Project Manager. Following examination of these amendments, the Authority will place its requirements by means of a formal amendment to the Contract or a separate demand, accompanied by copies of DEFFORM 110 AL or DEFFORM 82B, completed to show the Articles and quantities to be supplied. NATO Stock Nos., etc., will be notified subsequently, as described in Clause 6 above.

Spares Which Are Rendered Surplus by Design or Other Changes

16. Spares provided in accordance with this procedure which become redundant before delivery because of unforeseen changes in design or other similar reason, will be dealt with in accordance with Condition 6 (*Amendments to Contract*) and Condition 7 (*Contract Change Control Procedure*) of the Contract.

Annex B to
Special Procedure for Initial Spares
Notification of Spares Required as a Result of Equipment Modification(s)

Purpose

17. This procedure has the special purpose of detailing those spares considered to be essential to maintain a modified equipment or portion thereof in operational condition for an initial period until normal spares procedures can apply. The need will arise directly from modifications approved under Post Design Services, or similar arrangements, which are to be incorporated in equipment by means of modification sets or kits (or sometimes during production).

Assessment and Timing of Information

18. Initial spares arising from modifications are required for Service use concurrently with the relevant equipment, or modification set or kit. It is therefore important that the information called for in Clause 21 below shall be submitted to the Authority immediately following modification approval.

19. For this purpose, the Contractor shall:

a. assess the parts in accordance with Clause 5 above introduced by the modification which are likely to need replacement during the first 2 years of use of the modified equipment (or such other period as may be stated in the Contract).

b. define those original parts of the equipment which, despite their replacement by new parts, are, nevertheless, capable of alteration so as to become entirely suitable for incorporation in the modified equipment, and

c. list those parts which have become redundant.

20. The number of modification sets or kits, or alternatively the number of equipments concerned, will be notified to the Contractor by the Authority.

Criteria For Determining Spares Required

21. The spares for modified equipment (or portion thereof) shall, unless otherwise stated by the Authority, satisfy the same criteria as those set out for new equipment in Clause 9 above, except that account shall be taken of any original parts which can be altered for re-use.

Preparation And Submission Of Lists

22. The Contractor shall provide the Project Manager with 2 copies of a list detailing the range and quantity of spares which they recommend. This must include all of those original parts which are capable of being altered for use in the modified equipment. The list shall be submitted as soon as formal approval is given to the modification(s).

23. The lists are required to show separately:

a. LIST D - Spares which the Contractor recommends and which are peculiar to the equipment

b. LIST E - Spares recommended but not peculiar to the equipment.

24. The list(s) shall be submitted on DEFFORM 82B, the Contractor completing this form as appropriate.

Technical Data To Be Supplied

25. To enable the Authority to carry out technical vetting, codification and cataloguing of the spares for modified equipment recommended under this procedure, the Contractor shall supply, concurrently with Lists D and E, technical data similar to that called for in Clauses 13 and 14 above. The Contractor shall send the above information in duplicate to the Project Manager named in the Contract, unless instructed otherwise

Schedule 23

DEFFORM 111

DEFFORM 111 (Edn 05/19)

Appendix - Addresses and Other Information

1. Commercial Representative
David Fox
Commercial Manager – Tactical Systems Delivery Team (TacSys)
Government Commercial Function (GCF)
Defence Digital Commercial | Strategic Command
Ash 0a, #3008, MOD Abbey Wood, Bristol, BS34 8JH
Tel: 0300 157 0410 | email: david.fox850@mod.gov.uk

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

3. Packaging Design Authority Organisation & point of contact:

N/A

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

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:
Gateways and Messaging Team
Tel No:
(b) U.I.N. D4933A

5. Drawings/Specifications are available from

N/A

6. INTENTIONALLY BLANK

Quality Assurance Representative:

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

8. Public Accounting Authority
1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 44 (0) 161 233 5397
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 44 (0) 161 233 5394

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

10. Transport. The appropriate Ministry of Defence Transport Offices are:
A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
Air Freight Centre
IMPORTS 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS 030 679 81113 / 81114 Fax 0117 913 8943
Surface Freight Centre
IMPORTS 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
B. JSCS
JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS
Fax No. 01869 256837
www.freightcollection.com

11. The Invoice Paying Authority
Ministry of Defence 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **Website is:**
https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing

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

***NOTE**
1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm

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

Schedule 23 – Annex A to DEFFORM 111

Shipping Instructions

UK DPO Form 62 (issue 32)

1. Shipping

(a) Unless otherwise stated, Delivery shall be FCA Rochester, unless otherwise specified by the Authority and agreed to by the Contractor at the time of Contract Award. Unless otherwise informed, the Contractor is to arrange shipment of the Articles to the following address:

SHIP TO

KUEHNE + NAGEL, Inc
UKDPO Representative
22920 LADBROOK DRIVE
DULLES, VA 20166

Tel: (202) 445-3970
Fax; (202) 558-7887
Email; Richard.Hamilton185@mod.gov.uk

MARK FOR: (consignee) CA #840217

UKNDA Bldg 410, MOD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR, UK

All shipping costs from KUEHNE + NAGAL to UKNDA shall be paid by the Authority. All shipping costs to KUEHNE + NAGEL are the responsibility of the Contractor.

b) The method of shipping is determined by the weight and dimensions of the package. The shipment method must adhere to the following:

i) FOR SHIPMENTS WIEGHING 150 POUNDS OR LESS, AND LESS THAT 60 INCHES IN HEIGHT

SHIP TO THE ABOVE ADDRESS VIA FEDEX
2 DAY SERVICE 1 800 463 3339
ACCOUNT NUMBER 979-268-939
NMFC Code 77.5 – NO DECLARED VALUE

ii) FOR SHIPMENTS WEIGHING 151 POUNDS TO 2500 POUNDS, AND LESS THAN 60 INCHES IN HEIGHT

SHIP TO THE ABOVE ADDRESS VIA FEDEX
FREIGHT ECONOMY 1 866 393 4585
ACCOUNT NUMBER 979-268-939
NMFC Code 77.5 – NO DECLARED VALUE

iii) FOR SHIPMENTS WEIGHING OVER 2500 POUNDS, AND MORE THAN 60 INCHES IN HEIGHT

CONTACT;
UKDPO SHIPPING OFFICE
PHONE (202) 445-3970

In witness whereof the Parties have entered into this Contract on the **29th June 2022**.

Signed for and on behalf of
L3Harris Communications Systems UK Limited

Name:

Signature:

Date:

Signed for and on behalf of
THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Name:

Signature:

Date: