



Ministry
of Defence

Contract

708933450

Port Agency Contract - Cyprus

Contract Start Date: 1 November 2024 ready to commence full delivery on 01 February 2025

Contract Expiry Date: 31 January 2027
with optional extension up to 31 January 2029

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland ("The Authority")	And Global Defense Logistics UK Ltd ("The Contractor")
Team Name and Address: Navy Commercial Leach Building HMS Excellent Whale Island Portsmouth PO2 8BY	Contractor Address: Unit 3 Castle View Trafalgar Wharf Portsmouth PO6 4PX

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General Conditions

1. General

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

2. Duration of Contract

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

3. Entire Agreement

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

4. Governing Law

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

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

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

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

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

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

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

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

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

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

5.Precedence

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

- (1) Conditions 1 - 44 (and 45 - 48, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

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

6.Formal Amendments to the Contract

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

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

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

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

- (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors

affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
(2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

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

7. Authority Representatives

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

8. Severability

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

9. Waiver

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

10. Assignment of Contract

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

11. Third Party Rights

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

12. Transparency

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency

Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clause 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive information;
- (2) taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

Publishable Performance Information

e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.

f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.

g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.

h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.

i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

a. Subject to clauses 13.d to 13.i and Condition 12 each Party:

- (1) shall treat in confidence all Information it receives from the other;
- (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

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

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

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

- () 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
- (a) from its records that the same Information was derived independently of that received under or in connection with the Contract;
- provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.
- f. The Authority may disclose the Information:
- (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
 - (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.
- g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.
- h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14.Publicity and Communications with the Media

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

15.Change of Control of Contractor

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

other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

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

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

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

d. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to the Effective Date of Contract. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 calendar days (or as agreed by the parties) of receipt of the Authority's written concerns, for the Authority's consideration.

e. To the extent that the Authority considers that it is reasonable to do so, the Authority shall work with the Contractor to seek to resolve the Authority's concerns. The Contractor agrees to answer the Authority's questions or requests for clarification promptly.

f. Where the Authority considers, in its absolute discretion, that the risk may be appropriately mitigated, the Contractor shall implement any agreed mitigations promptly and, in any case, within the timescales required by the Authority. Where the Contractor fails to do so, clause 15.g. shall apply.

g. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor (and/or request the Contractor to terminate any relevant First-Tier or Lower-Tier Sub-Contractor's contract) within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination, including, but not limited to, taking into account the Contractor's own assessment of the change of control.

h. Where the Authority terminates the Contract in accordance with clause 15.g, subject to clause 15.i, the Contractor may request payment for any unavoidable commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. The Authority shall act reasonably when assessing the Contractor's request for payment although the parties agree that the Authority shall retain the sole discretion, acting reasonably, to decide whether to make such requested payment in accordance with clause 15.i.

i. Any requests for payment by the Contractor must be submitted promptly and the Contractor shall demonstrate to the reasonable satisfaction of the Authority that such request for payment:

- (1) is reasonable and properly chargeable;
- (2) would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract; and
- (3) is fully supported by documentary evidence.

j. In the event that the Contractor fails to demonstrate any of the conditions set out at 15.i.(1)-(3), the Authority may reject such request for payment.

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

l. The Contractor shall include provisions equivalent to those set out in this Condition in all relevant subcontracts.

16.Environmental Requirements

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

17.Contractor's Records

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

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

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

c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined

and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

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

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

whichever occurs latest.

18. Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule

3 (Contract Data Sheet);

- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule

3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;

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

(3) if sent by facsimile or electronic means:

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

19. Progress Monitoring, Meetings and Reports

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

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

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

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:

- (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
- (2) discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

- (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
- (2) notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
- (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

21. Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in Schedule 3 (Contract Data Sheet).

. Each ASSC shall be marked with a Ull, to be affixed by way of a 2D data matrix label, in accordance with DEF-

STAN 05-132.

- a. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a Ull, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

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

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
 - (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety At Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and
 - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
 - (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
 - (2) The Air Navigation (Amendment) Order 2019.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:
 - (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.

- (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:
DES LSOC SpSvcs--SptEng-Pkg1
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk
- (b) The MPAS Documentation is also available on the DStan website.
- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their Subcontractor is the PDA they shall:
- (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.
- (b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
- a list of all SPIS which have been prepared or revised against the Contract; and
 - a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
- (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
- (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
- (3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
- (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
- (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
- (b) Each consignment package shall be marked with details as follows:
- name and address of consignor;
 - name and address of consignee (as stated in the Contract or order);
 - destination where it differs from the consignee's address, normally either:
 - delivery destination / address; or
 - 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;
 - the unique order identifiers and the CP&F Delivery Label / Form which shall be

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prepared in accordance with DEFFORM 129J.

- (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.1.
- (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.
- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
 - (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
 - (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging

fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

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

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

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

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

23. Plastic Packaging Tax

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

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

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

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

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

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

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

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

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

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

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

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

b. The Contractor shall provide to the Authority:

- (1) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
- (2) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
- (3) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.b above:

- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety information and forward it to the Authority and to the address listed in clause 24.i below; and

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(2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

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

e. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details in Schedule 6 of:

(1) activity; and

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

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

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

i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260,

MOD Abbey Wood (South)

Bristol BS34 8JH

(2) Emails to be sent to:

DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

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

k. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

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

25. Timber and Wood-Derived Products

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

(1) shall comply with the Contract Specification; and

(2) must originate either:

(a) from a Legal and Sustainable source; or

(b) from a FLEGT-licensed or equivalent source.

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

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

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

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

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

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

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

- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).
- g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
 - (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 24.a or 24.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
 - (1) verify the forest source of the timber or wood; and
 - (2) assess whether the source meets the relevant criteria of clause 25.b.
- i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).
- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
 - (1) that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at <https://www.forestryengland.uk/>) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
 - (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26.Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan, the CofC shall be in English unless stated otherwise in the Contract. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery and the CofC will clearly detail the Articles (quantities, part numbers, batch numbers, NSNs etc) that are contained in a specific delivery.
- e. Each CofC shall be clearly identified as a conformity document and should include the wording "Certificate of Conformity" (or similar) in the title of the document to allow for easy identification.
- b. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).
- c. The Information provided on the CofC shall include:
 - (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number and/or CP&F (Contracting, Purchasing and Finance) Purchase Order Number;
 - (4) Details of any approved concessions (clearly linked to the relevant item);
 - (5) Acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) Line item numbers when there is more than one line item on the CofC;
 - (9) Description of Contractor Deliverable, including part number, specification and configuration status;
 - (10) NATO Stock Number (NSN) (where allocated);
 - (11) Identification marks, batch and serial numbers in accordance with the Specification;
 - (12) Quantities;
 - (13) A signed and dated statement by the Contractor's Authorised Personnel that the Contractor Deliverables comply with the requirements of the Contract and approved concessions. The signing of the

CofC may be in the form of a signature or traceable stamp. The Contractor's Authorised Personnel shall mean a competent person appointed and authorised by the Contractor to sign a CofC.

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

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

27. Access to Contractor's Premises

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

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

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

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

Counterfeit Materiel:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31.Diversion Orders

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

32. Self-to-Self Delivery

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

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:
 - (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - (a) the end user as: His Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - (b) the end use as: For the Purposes of HM Government; and
 - (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that Subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:
 - (1) the Contractor shall, or procure that the Contractor's Subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the Contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
 - (2) the Authority shall provide sufficient information, certification, documentation and other reasonable

assistance as may be necessary to support the application for the requested variation.

- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
- k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer or export control,that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).
- l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to clause 33.k.(1) or 33.k.(2), they shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.
- m. If the information to be provided under clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clause 33.l.
- n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which they become or are aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.
- o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clause 33.l or 33.m of which they become aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.
- p. Where following receipt of materiel from a Subcontractor or any of their other suppliers restrictions are notified to the Contractor by that Subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within [X] days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within [X] days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
- q. If the restrictions prevent the Contractor from performing their obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.
- r. In the event that the restrictions notified to the Authority pursuant to clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with clause 33.l, termination under clause 33.q will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.v will not apply.
- s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other

related transfer or export control as described in the provisions of clause 32.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such material to the Contractor.

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

u. Where:

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

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

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

34.Third Party Intellectual Property – Rights and Restrictions

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

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

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

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

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

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

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

- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
- g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
 - (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
- h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
 - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
 - (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
 - (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

- n. The general authorisation and indemnity is:
- (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
 - (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
 - (4) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
 - (5) following a notification under clause 34.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
 - (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
- p. Nothing in Condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.
- q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.
- Notification of Intellectual Property Rights (IPR) Restrictions**
- r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 10 (Notification of Intellectual Property Rights (IPR) Restrictions).
- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 - including copyright material supplied under clause 5;
 - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b.
- s. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 10.
- t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

Pricing and Payment

35.Contract Price

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

36.Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 36.a and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36.c after a

reasonable time has passed.

. 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.

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

37. Value Added Tax and other Taxes

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

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

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

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

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

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

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

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:

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

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

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 38.a.(1) and 38.a.(2); and
 - (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a.(1) and 38.a.(2).
- d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39.Subcontracting and Prompt Payment

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

Termination

40.Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

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

Where the Contractor is an individual or a firm:

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

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

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

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

Corrupt Gifts:

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

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

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

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

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

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

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

42.Termination for Convenience

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

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

- (1) not start work on any element of the Contractor Deliverables not yet started;
- (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
- (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
- (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.

c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by

the Authority under clause 42.b):

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

43. Material Breach

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

44. Consequences of Termination

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

Additional Conditions

45. The project specific DEFCONS and DEFCON SC variants that apply to the Contract are:

DEFCON 5J (Edn 11/16) - Unique Identifiers
DEFCON 14 (Edn 11/22) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs
DEFCON 23 (Edn 06/21) - Special Jigs, Tooling and Test Equipment
DEFCON 16 (Edn 06/21) – Repair and Maintenance Information
DEFCON 21 (Edn 06/21) – Retention of Records
DEFCON 76 SC2 (Edn 11/22) - Contractor's Personnel at Government Establishments
DEFCON 532B (Edn 12/22) - Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)
DEFCON 539 (Edn 01/22) Transparency

DEFCON 540 SC2 (Edn 05/23) – Conflicts of Interest
DEFCON 565 (Edn 07/23) - Supply Chain Resilience and Risk Awareness
DEFCON 601 SC (Edn 03/15) - Redundant Materiel
DEFCON 605 (Edn 06/14) – Financial Reports
DEFCON 611 SC2 (Edn 12/22) – Issued Property
DEFCON 624 SC2 (Edn 08/22) - Use Of Asbestos
DEFCON 643 (Edn 12/21) – Price Fixing (Non-qualifying contracts)
DEFCON 647 (Edn 03/24) – Financial Management Information
DEFCON 653 (Edn 12/14) Pricing On Ascertained Costs
DEFCON 654 (Edn 10/98) Government Reciprocal Audit Arrangements
DEFCON 658 SC2 (Edn 10/22) – Cyber
Further to DEFCON 658 the Cyber Risk Level of the Contract is Moderate, as defined in Def Stan 05-138
DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
DEFCON 670 (Edn 11/17) – Tax Compliance
DEFCON 675 (Edn 03/21) - Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)
DEFCON 678 (Edn 09/19) – SME Spend Data Collection
DEFCON 681 (Edn 06/02) – Decoupling Clause – Subcontracting with the crown
DEFCON 691 (Edn 02/17) – Timber and Wood- Derived Products
DEFCON 694 SC2 (Edn 07/21) - Accounting For Property of the Authority
DEFCON 707 (Edn 10/23) - Rights in Technical Data

The full text of Defence Conditions (DEFCONs) are available electronically via the [Knowledge in Defence \(KiD\) website](#).

46.The special Conditions that apply to the Contract are:

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

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

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

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

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

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

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

46.5 Security

The Contractor shall ensure that they arrange for any relevant security clearances (including BPSS or SC) to be in place when their personnel are required deliver any goods or services on Authority sites.

If Contractor personnel are required to access any classified information at MOD sites or on a MOD provided laptop, they must ensure that this information remains at those sites or on that laptop, unless otherwise agreed and detailed on a Security Aspects Letter. If Contractor personnel are working with any sensitive information they may be required to sign a Non-Disclosure Agreement and/or a Conflicts of Interest statement.

46.6 Options

In addition to the requirements detailed at Item 1a to 1c of the Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable options to purchase the requirements detailed at Item 2a to 3b of the Schedule of Requirements, in accordance with the terms and conditions set out in this contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

Option 1: Management Fee at a firm price of £0.10, in accordance with the delivery schedule at Schedule of Requirements line 2a, provided that the Authority exercises such an option by no later than TBC (3 months prior to requirement date).

Option 2: Profit Margin at a firm price of 0.01%, in accordance with the delivery schedule at Schedule of Requirements line 2b, provided that the Authority exercises such an option by no later than TBC (3 months prior to requirement date).

Option 3: Management Fee at a firm price of £0.10, in accordance with the delivery schedule at Schedule of Requirements line 3a, provided that the Authority exercises such an option by no later than TBC (3 months prior to requirement date).

Option 4: Profit Margin at a firm price of 0.01%, in accordance with the delivery schedule at Schedule of Requirements line 3b, provided that the Authority exercises such an option by no later than TBC (3 months prior to requirement date).

The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s):

- a. of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event, or
- b. for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

The Authority shall not be obliged to exercise the options.

The option prices detailed are firm prices.

46.7 Benchmarking

The Parties shall comply with the provisions of Schedule 12 Benchmarking, in relation to the benchmarking of any or all of the Services.

46.8 Required Insurances

The Contractor shall comply with the provisions of Schedule 13 required insurances, to be in place by Service Commencement Date.

47. The processes that apply to the Contract are:

Contractor Representative

Name: Tim Ferns

Email: t.fern@qdlgroup.eu

The Contractor shall notify the Authority if their representative changes to allow any requests from the Authority to be dealt with promptly.

Key Subcontractors

The Contractor has advised that the following key sub-contractors will be used in delivery of this contract:

Name	Work Undertaken	Approximate Value
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Mr George Gallos GAP Vassilipoulos Group 20 Strovolos Ave, 2011 Strovolos, PO Box 23897, <u>1687 Nicosia, Cyprus</u>	Husbanding and Port Agency work for UK RN vessels in Cyprus	TBC
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The Contractor shall notify the Authority before engaging any further Sub-Contractors. If the Contractor is using a Sub-Contractor in order to meet any deliverables and they cease working with that Sub-Contractor, for any reason, the Contractor will still be responsible for meeting those deliverables.

Sub-Contracts Form 1686

Form 1686 is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team. Form 1686 and further guidance can be found in the Cabinet Office's website:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf

Payment

- a. In relation to previous clauses regarding payment, Contractor on-boarding for CP&F shall include completing the full MOD registration process in Exostar and an invoice shall only be valid if it has been submitted for the correct amount and tax treatment in Exostar.
- b. The Contractor shall submit invoices in accordance with Annex D of the Statement of Requirements, Schedule 10.
- c. Payment of husbandry bills shall be in accordance with clause 36.
- d. Payment of cash provision bills shall be processed in advance of the services being delivered and the Contractor will ensure they credit back any non-issued cash amounts to DBS Finance (cash and banking) within 2 Business Days. Clause 36 is made subject to this express position of payment in advance for cash provision.
- e. Payment of fuel bills shall be made to the Contractor in arrears of the services provided and shall be processed within fifteen (15) days of undisputed receipt of invoice. Clause 36 is made subject to this express position of payment within 15 days rather than the standard 30 days for fuel provision.
- f. The Contractor will submit separate invoices for recovery of husbandry, cash and fuel costs.
- g. The Contractor must retain evidence of all quotes received. The Authority has the right to request such evidence at any time.

Impediments

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

Tender Proposal

Requirements to be delivered in accordance with this contract and, where it does not conflict with this contract, in line with proposal included in tender.

Performance Management

The following shall apply in addition to any specific Publishable Performance Information or Key Performance Indicators detailed in Schedule 9.

A score of 'Approaching Target' will result in the Authority requiring the Contractor to provide and agree a plan to return to 'Good' within the next period. If a KPI is assessed as 'Approaching Target' again in the following period then the following period shall be considered as an 'Improvement Needed' performance level and thereby attract service credits.

Service credits will be calculated against the management fee and husbandry charges incurred in the relevant reporting period (i.e the quarter in which the failure occurred) but deducted as a retrospective adjustment from the next invoice for the applicable service or payable on demand should no services be required. Without

prejudice to any other claims or rights under the contract the maximum service credit to be applied in any quarter of the contract will be capped at 9%, in accordance with Schedule 9. For the avoidance of doubt, Service credits will not be applied against fuel and/ or cash.

For KPIs 1-7 in Schedule 9 KPI's, the Authority reserves the right to terminate the contract for the following reasons:

- Persistent failure of KPIs – where a performance rating of 'inadequate' is received for any one KPI for 3 consecutive port visits.
- Consistent failure of KPIs – where a performance rating of 'inadequate' is received for any one KPI for 6 port visits in any 12-month rolling period.

In the event that the Contractor's failure to meet a KPI is solely as a direct consequence of an act or omission of the Authority or any of its representatives, which has directly impacted on the Contractor's ability to meet its obligations under the Contract, provided there is evidence to support this, the Authority will not implement a deduction.

Social Value

The Contractor has stated they will deliver the following Social Value Commitments through the duration of the Contract:

Contractor Commitments:	Numeric Value
Annual reduction in water use arising from the performance of the contract, measured in litres. (Quantity dependent on type of ship, figures based on FF/DD demands)	300,000L
Suppliers' Alternative commitments (one sentence summaries with values): Although the authority has provided the number of visits, we have used figures based on demand from other ports in the Eastern Med to assess potential areas for commitments. <ul style="list-style-type: none"> • Use of tetrapack water instead of bottled water, saving 5,760 plastic bottles • Greenhouse gas emission reduction based on reduced use of fuel burning vehicles, per annum • Sponsorship of conservation efforts, per annum • Beach clean-up operations per annum • Reforestation, per annum • Carbon neutral business by Oct 2025 	2,880 litres 4.6 tonnes €2,000 30kg 30 trees

The Authority shall be able to request that the supplier provide evidence that they are meeting these commitments. The supplier shall provide evidence of this within 10 working days.

48. Limitations on Liability

Definitions

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

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

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

(1) UK GDPR;

(2) DPA 2018; and

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

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

'DPA 2018' means the Data Protection Act 2018;

OFFICIAL

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

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

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

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

Unlimited liabilities

1.2 Neither Party limits its liability for:

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

1.2.2 fraud or fraudulent misrepresentation by it or its employees;

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

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

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

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

1.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software)

and Condition 34 (Third Party IP – Rights and Restrictions);

1.3.1.2 the Contractor's indemnity in relation to TUPE;

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

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

1.3.2.2 the Authority's indemnity in relation to TUPE;

1.3.3 breach by the Contractor of DEFCON 532B (SC2) and Data Protection Legislation;

1.3.4 breach by the Contractor of Conditions 41 c, d, e and f; and

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

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

Financial limits

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

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

1.4.1.1 in respect of DEFCON 76 (SC2) £10,000,000 in aggregate;

1.4.1.2 in respect of condition 43b £48, 500, 000 in aggregate;

1.4.1.3 in respect of DEFCON 611 (SC2) £0 in aggregate; and

1.4.1.4 in respect of condition 28d £5,000,000 in aggregate;

1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.2, 1.3 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with any service credit or performance provisions), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £48,500,000 in aggregate.

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

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

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

Consequential loss

1.7 Subject to Clauses 1.2, 1.3 and 1.8, neither Party shall be liable to the other Party or to any third party,

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whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- 1.7.1 indirect loss or damage;
- 1.7.2 special loss or damage;
- 1.7.3 consequential loss or damage;
- 1.7.4 loss of profits (whether direct or indirect);
- 1.7.5 loss of turnover (whether direct or indirect);
- 1.7.6 loss of business opportunities (whether direct or indirect); or
- 1.7.7 damage to goodwill (whether direct or indirect),

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

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

- 1.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - 1.8.1.1 to any third party;
 - 1.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - 1.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- 1.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- 1.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
- 1.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- 1.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
- 1.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- 1.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
- 1.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
- 1.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

- 1.9 If any limitation or provision contained or expressly referred to in this Condition [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [1].

Third party claims or losses

- 1.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
 - 1.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
 - 1.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

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

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); <ul style="list-style-type: none"> c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3

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(Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);

Contract Price means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

Contractor Deliverables means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;

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. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;

a. International Air Transport Association (IATA) Dangerous Goods Regulations;

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
First-Tier Sub-Contractor	means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;
Lower-Tier Sub-Contractor	means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

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MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging	shall have the same meaning as set out in Part 2 of the Finance Components Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 9- 15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:

	<p>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</p> <p>b. post-consumer reclaimed wood and wood fibre, and driftwood;</p> <p>c. reclaimed timber abandoned or confiscated at least ten years previously;</p> <p>it excludes sawmill co-products;</p>
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Substance	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

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

Schedule 2 - Schedule of Requirements

Item Number	Description	Delivery Date	Unit of Measurement	Quantity	Price Type	Total Price (EUR) Ex VAT
1a	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section	Redacted	Redacted under FOIA Section 43, Commercial	Redacted under FOIA Section 43,
1b	Redacted under FOIA Section 43, Commercial interests		Redacted under FOIA Section	Redacted	Redacted under FOIA Section 43, Commercial	Redacted under FOIA Section 43,
1c	Redacted under FOIA Section 43, Commercial interests		Redacted under FOIA Section	Redacted under FOIA	Redacted under FOIA Section 43, Commercial	Redacted under FOIA Section 43, Commercial
1d	Redacted under FOIA Section 43, Commercial interests		Redacted under FOIA Section	Redacted under FOIA	Redacted under FOIA Section 43, Commercial	Redacted under FOIA Section 43, Commercial
	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial	Redacted under FOIA	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43,
2a	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section	Redacted	Redacted under FOIA Section 43, Commercial	Redacted under FOIA Section 43,
2b	Redacted under FOIA Section 43, Commercial interests		Redacted under FOIA Section	Redacted under FOIA	Redacted under FOIA Section 43, Commercial	Redacted under FOIA Section 43, Commercial
3a	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section	Redacted	Redacted under FOIA Section 43, Commercial	Redacted under FOIA Section 43,
3b	Redacted under FOIA Section 43, Commercial interests		Redacted under FOIA Section	Redacted under FOIA	Redacted under FOIA Section 43, Commercial	Redacted under FOIA Section 43, Commercial
					Maximum Limit of Liability if all options invoked	£48,500,000.00

Management Fee

The Contractors Management Fee shall include any costs the Contractor requires in order to manage the Services. This shall include but not be limited to:

- Any direct or indirect costs.
- Any labour costs or personnel salaries, pensions or contributions.
- Any costs associated with management of the contract.
- Any costs associated with providing required information to the Authority.
- Any costs for processing of orders or taskings.
- Any costs for submission of invoices.
- Any costs for manufacture or provision of goods and/or services.
- Any costs for delivery to the Authority.
- Any fuel costs.
- Any related travel and subsistence.
- Any packaging.
- Any import costs or charges.
- Any implementation or exit costs.
- Any installation or setup costs.
- Any costs to deliver training or guidance.
- Any sub-contractor costs.
- Any IT or system related costs.
- Any costs required to provide Authority access to systems or accounts.

This shall be a firm price set for each contract year, which is paid in twelve equal monthly instalments. This fee shall remain a firm price regardless of the number of port visits required in any year. For the avoidance of doubt the Profit Margin shall not apply to the Management Fee which should cover Contractor operating costs and any margins therein

- **Fuel & Cash**

Will be paid on a 'Pass Through Costs' basis with no additional Profit Margin.

- **Husbandry**

Will be paid on a 'Cost-Plus' basis with the application of the Profit Margin to evidenced costs.

- **Pass Through Costs & Cost-plus**

The only additional costs that will be paid to the Contractor are the costs (and agreed Profit Margin where applicable) required for the goods/services provided directly to the ships when in port. These will be paid either on a 'Pass Through Costs' or 'Cost-Plus' basis.

For all 'Pass Through Costs' and 'Cost-plus', any goods and/or services provided by the Contractor, the Contractor shall:

- a. provide the Authority with Value for Money outcomes with fair and reasonable prices.
- b. source multiple quotes and through open competition, where possible, to ensure best Value for Money outcomes are achieved.
- c. utilise its own assets where possible if this offers best Value for Money.
- d. provide recommendations to the NPOC on the best approach and the most economical means on how to satisfy the requirements.
- e. ensure that any discounts or reductions received from their supply chain (for any reason including early booking, early payment, bulk ordering) are passed through to the Authority and that these discounts or reductions are reflected in reduced prices quoted to the Authority. Where these discounts or reductions do not materialise until after the Port Visit or after the relevant invoice has

been paid by the Authority, then the Contractor will notify the Authority of the applicable discount or reduction and the Authority shall deduct the amount from future payments to the Contractor.

f. Only charge agreed profit margin where applicable when calculating costs to be charged to the Authority.

For all 'Pass Through Costs' and 'Cost-plus', any goods and/or services provided by the Contractor, the Authority may:

- a. request the Contractor provide further information to support the quote and/or prices and/or sub-contractors used for any element of the Services provided.
- b. request a reduction and/or amendment and/or addition to any of the Contractors proposed options for delivery of the Services.
- c. delete and/or amend and/or add to any the requested Services.
- d. request evidence of any Sub-Contractor competitions undertaken and/or quotes received to ensure Value for Money is being provided.

Payments

All payments will be made only in Cyprus local currency Euro (EUR €) unless otherwise agreed.

Quantities

The Authority have provided additional materials in accordance with para F24. This is to help Tenderers understand the expected volumes and demand at the port in Cyprus. The quantity of Port Visits and the goods and/or services required are expected numbers and not a guarantee of amounts required or due. Quantities ordered under the Contract may be higher or lower based on Authority requirements during the contract period.

Where the Contractor is unable to provide the required goods and/or services within the timescales required, the Authority shall be entitled to procure those goods and/or services from other providers, including the cancellation of any orders that have been made (but cannot be completed on time) with no costs incurred by the Authority.

If, at any time, any of the goods and/or services provided under the Contract do not meet the required delivery timescales, standards or quality, then the Authority will not be obligated to buy any goods and/or services unless it is satisfied that the required timescale, standard or quality will be met. Where these are not met on multiple occasions the Authority shall be entitled to terminate the contract as Material Breach.

If the Authority is able to procure goods and/or services, which are similar to those listed in this contract, at significantly lower prices than those listed in this contract then the Authority shall be entitled to ask the Contractor to provide a reduced price and/or shall be entitled to procure those goods/services from other providers.

The contract value will be a limit of liability under which the Authority shall be entitled to purchase any goods and/or services listed at the firm prices set, dependent on Authority requirements.

Schedule 3 - Contract Data Sheet

General Conditions
<p>Condition 2 – Duration of Contract:</p> <p>The Contract expiry date shall be: 30 October 2026</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law</p> <p>Scots Law clause 4.d shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:</p>
<p>Condition 7 – Authority’s Representatives:</p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: Commercial Officer as per Appendix - Addresses and Other Information</p> <p>Project Manager: as per Appendix - Addresses and Other Information</p>
<p>Condition 18 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p> <p>Notices can be sent by electronic mail?</p>
<p>Condition 19.a – Progress Meetings:</p> <p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>
<p>Condition 19.b – Progress Reports:</p> <p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>

Supply of Contractor Deliverables**Condition 20 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)

Yes

No

If yes: (delete as appropriate)

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

Or

A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2)

If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within 10 Business Days of Contract Award.

Other Quality Requirements:

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

N/A

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

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

a) The Authority's Representative (Commercial)

b) Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

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

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date:

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract?

Applicable to Line Items:

If required, does the Contractor Deliverables require traceability throughout the supply chain? *(tick as appropriate)*

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

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

All lines in Schedule 2 - Schedule of Requirements

Special Delivery Instructions:

Condition 28.c - Collection by the Authority:

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

None

Special Delivery Instructions:

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

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 23):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

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

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? *(tick as appropriate)*

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

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

Line Items 1c , 2b, and 3b . These line items allow husbandry services to be invoiced at COST with the addition of 0.01% profit.

Termination

Condition 42 – Termination for Convenience:

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

The Notice period for termination shall be Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information**1. Commercial Officer:**

Redacted under FOIA Section 40, Personal Information

8. Public Accounting Authority:

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

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

Redacted under FOIA Section 40, Personal Information

9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

1. Packaging Design Authority:

Organisation and point of contact:

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

☐
2.(a) Supply/Support Management Branch or Order Manager Branch/Name:

As per box 2

☐

(b) U.I.N.

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 ☐ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837

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

3. Drawings/Specifications are available from:**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>

4. Intentionally Left Blank**2. Quality Assurance Representative:**

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

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

12. Forms and Documentation are available through *:

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

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

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

*** NOTE**

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

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

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

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b)

Authority Changes

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

Notice of Change

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

and:

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

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

ii) the date of such determination.

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

Contractor Change Proposal

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

a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

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

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

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

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

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

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

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

Contractor Change Proposal – Process and Implementation

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

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

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

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

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

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

Contractor Changes

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

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13)

Contract Number: 708933450
Description of Contractor's Commercially Sensitive Information: Nil
Cross Reference(s) to location of sensitive information: N/A
Explanation of Sensitivity: Nil
Details of potential harm resulting from disclosure: Nil
Period of Confidence (if applicable) N/A
Contact Details for Transparency / Freedom of Information matters: Name: Tim Ferns Position: Strategy Director Address: Unit 3 Castle View, Trafalgar Wharf, Portsmouth PO6 4PX Telephone Number: 07783 635251 E-Mail Address: t.ferns@gdlgroup.eu

Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements

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

Contract No: 708933450

Contract Title: Port Agency Contract Cyprus

Contractor: Global Defense Logistics UK Ltd

Date of Contract: 25 October 2024

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

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

Contractor's Signature:

Name: Tim Ferns

Job Title: Strategy Director

Date: 5 Sep 24

* check box (☐) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

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

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements

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

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

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

There are no specific acceptance procedures for this contract other than that stated in condition 28 and 46,

Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12)

The following KPI's conform to DEFFORM 539B and transparency:

Description	Ref	Service Level Agreement	Measurement	Good	Approaching Target	Improvement Needed	Inadequate	Frequency
Service Delivery	1	The Contractor shall acknowledge all LOGREQ's including a sequential, unique serial number to be used, by email within 4 hours during normal working hours and within 8 hours outside of normal working hours.	Average number of on time acknowledgments (%)	100%	99%	98%	97% or less	Per Quarter
	2	The Contractor shall arrive at the vessel for the scheduled time of arrival with any necessary equipment as advised by the NPOC.	Average wait time	0 Minutes late	≤ 30 mins	≥ 30 mins ≤ 1 Hour	1 Hour or more	Per Quarter
	3	The Contractor shall ensure that whilst the vessel is in Port or at anchor the requirements (in accordance with Annex A Statement of Requirements) are delivered on or before the scheduled time.	Average wait time	0 Minutes late	≤ 30 mins late	≥ 30 mins ≤ 2 Hour late	2 Hours or more late	Per Quarter
Reporting	4	The Contractor will provide reports in accordance with the requirements as laid down in the contract.	% sent on time & correct	100% - 97%	96% - 90%	89% - 85%	84% or below	Per Quarter
	5	The Contractor will present all invoices to Navy Finance within 30 days of the vessel departing the port.	Average number of days late	0 - 4 days late	5 - 6 days late	7 - 9 days late	10 days late	Per Quarter
Customer Satisfaction	6	The Contractor shall maintain high levels of customer satisfaction.	Average Overall Assessment (QAF)	3.01 – 4.00	2.01 – 3.00	1.01 – 2.00	0.00 - 1.00	Per Quarter
Social Value	7	Annual reduction in water use arising from the performance of the contract, measured in litres. (Quantity dependent on type of ship, figures based on FF/DD demands) - 300,000L. Suppliers' Alternative commitments (one sentence summaries with values):	Level delivered	Both have been fully delivered	One has been fully delivered	Both have been partially delivered	One or none has been partially delivered	Annual

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		<p>Although the authority has provided the number of visits, we have used figures based on demand from other ports in the Eastern Med to assess potential areas for commitments.</p> <ul style="list-style-type: none"> • Use of tetrapack water instead of bottled water, saving 5,760 plastic bottles • Greenhouse gas emission reduction based on reduced use of fuel burning vehicles, per annum • Sponsorship of conservation efforts, per annum • Beach clean-up operations per annum • Reforestation, per annum • Carbon neutral business by Oct 2025 <p>2,880 litres 4.6 tonnes €2,000 30kg 30 trees</p>						
--	--	--	--	--	--	--	--	--

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

For KPIs 1- 4 - in the table above, the following service credits will apply to any quarter of the contract:

Performance Achieved	Service Credit Applied
Good	0%
Approaching Target	0%
Improvement Needed	1%
Inadequate	3%

Additionally, for a score of 'Approaching Target' the Authority will require the Contractor to provide and agree a plan to return to 'Good' within the next period. If a KPI is assessed as 'Approaching Target' again in the following period then the following period shall be considered as an 'Improvement Needed' performance level.

Service credits will be calculated against the management fee and husbandry charges incurred in the relevant reporting period (i.e the quarter in which the failure occurred) but deducted as a retrospective adjustment from the next invoice for the applicable service or payable on demand should no services be required. Without prejudice to any other claims or rights under the contract the maximum service credit to be applied in any quarter of the contract will be capped at 9%. For the avoidance of doubt, service credits will not be applied against fuel and/ or cash.

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For KPIs 1-7 in the table above, the Authority reserves the right to terminate the contract for the following reasons:

- Persistent failure of KPIs – where a performance rating of 'inadequate' is received for any one KPI for 3 consecutive port visits.
- Consistent failure of KPIs – where a performance rating of 'inadequate' is received for any one KPI for 6 port visits in any 12-month rolling period.

In the event that the Contractor's failure to meet a KPI is solely as a direct consequence of an act or omission of the Authority or any of its representatives, which has directly impacted on the Contractor's ability to meet its obligations under the Contract, provided there is evidence to support this, the Authority will not implement a deduction.

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7)

Part A – Notification of IPR Restrictions

1.				
2. ID #	3. Unique Technical Data Reference Number / Label	4. Unique Article(s)* Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1	Not Applicable			
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

Part B – System / Product Breakdown Structure (PBS)

Insert PBS here or Modular Breakdown Structure or Not Applicable

Schedule 11 – Statement of Requirements

Introduction

UK Ministry of Defence (MOD) has a requirement to establish an enduring provision of husbandry and other Port Services to the Royal Navy (and other Authorised Demanders) in and around the ports of Cyprus.

The Contractor shall provide husbandry and other port services as further detailed in this Statement of Requirement (SOR) to the Royal Navy (and other Authorised Demanders) in support of naval operations, planning, training and/or exercises. The requests, known as Logistic Requirements (LOGREQs) are expected to be submitted through the Nominated Point of Contact (NPOC). The services shall be provided in accordance with the description of services listed in this SOR.

In performing their obligations and responsibilities under this contract, the Contractor shall comply with all terms and technical specifications set by the Authority and within the laws or regulations of Cyprus where performance occurs including applicable environmental and occupational safety and health regulations, and shall obtain any insurances, licenses or permits required by these laws or regulations.

Definitions

Definitions	
Ad-Hoc Tasks	Means tasks not covered by the scope of the services defined in this Statement of Requirement.
Authorised Demanders	Means those duly authorised by the Authority from time to time to act on behalf of the Authority to demand services from this Contract.
Contract Award	Means the Effective Date of Contract
Customs	Means the duties levied by a government on imported or exported goods or the officials check of incoming and outgoing goods, travellers, or luggage.
Duty Fleet Logistics	Means operational logistics authority for all Royal Navy & Royal Fleet Auxiliary deployed units.
Exit	Means the end of the contract
Exit Date	Means the date on which the contract expires
Expiry Date	Means the end date of the contract
Logistics Requirements Demand (LOQREQ)	Means the process as described in Annex B
Mobilisation Period	Means the period beginning on the Contract Award date and ending on Service Commencement Date or completion of the mobilisation activities to the satisfaction of the Authority
Navy Command Global Port Services	Means the Authority management group responsible for oversight of Royal Navy Global Port Services.

Navy Fuels Team	Means the Authority designated organisation responsible for the procurement and payment of maritime fuels.
Nominated Point of Contact (NPOC)	Means a nominated Authority individual empowered to make demands and authorise expenditure.
Normal Working Hours	Means Monday to Friday, 09.00 - 17.30 (EET)
Ordering Authority	Means an individual or group within the Authority authorised to order fuel.
Planned Visit	Means the date on which the vessel shall arrive at the port. For the avoidance of date, this includes routine and unplanned visits.
Port Authorities	Means the official organisation that controls and manages activities in and around the port or harbour.
Routine Requirements	Means the standard services referred to in Annex A Requirements & Annex B LOQREQ Tasking Process
Royal Navy Global Port Services	Means the provision of husbandry services provided to Authority Maritime units.
Service Commencement Date	Means the 1 st February 2025.
Single Point of Contact (SPOC)	Means the Contractor's in country point of contact who shall be the only person that the NPOC deals with.
Unplanned Visits	Means the description given to it in Annex B, paragraph 3.

Requirements

Services required include but are not limited to:

- a. Berthing and Anchorage Services
- b. Shoreside Support Services
- c. Support to Personnel
- d. Food
- e. Security
- f. Vehicles
- g. Waste Disposal
- h. Underwater Engineering
- i. Maintenance & Engineering Support
- j. Tank Cleaning Services
- k. F76/MGO/Other Fuels
- l. Cash and Banking Services
- m. Mechanical Handling Equipment (MHE) & Vehicles

These services required are detailed in Annex A.

LOGREQ

All required services shall be requested wherever possible through a LOGREQ form which will detail the services required for each unit for each visit. A sequential, unique serial number should be provided by the Contractor on response to the initial LOGREQ submission.

LOGREQs will cover Routine Requirements and Ad-Hoc Tasks.

Requests shall only be issued by an Authority NPOC.

The LOGREQ tasking process is fully detailed in Annex B.

The list of authorised NPOC's is fully detailed in Annex G.

Invoicing

The invoicing and payment process is fully detailed in Annex D.

Communication

The processes to be used for all communications regarding contract requirements is fully detailed in Annex E.

Governance

The date, reports and meetings required are fully detailed in Annex F.

Mobilisation

The Contractor shall ensure they are ready to commence full delivery of services on 01 February 2025. The Mobilisation Period shall commence on the Contract Award and end on the Service Commencement Date. In this period the Contractor shall carry out all the activities required to assume responsibility for the delivery of the Services, in accordance with the Mobilisation Plan and Authority Requirements.

The Contractor shall submit a detailed Mobilisation Plan to the Authority no later than 30 Business Days following Contract Award for agreement.

The minimum requirements of the Mobilisation Plan are fully detailed in Annex H and the Mobilisation Plan shall be compliant with the requirements as detailed in this annex.

Exit

The Contractor shall ensure they are ready to end delivery of services either at the end of the Contract or if the Contract is terminated early, for whatever reason.

The Contractor shall be required to provide the Authority with an exit plan, no later than eight (8) months before the Contract is due to end. The Contractor shall work with the Authority to

ensure continuity of service up until all services pertaining to this Contract have been fulfilled.

Exit shall be undertaken in accordance with the Contractors Exit Plan.

The minimum requirements of the Exit Plan are fully detailed in Annex I.

Health & Safety

In performing this contract, the Contractor shall comply with all terms and technical specifications and within the laws or regulations of Cyprus where performance occurs including applicable environmental and occupational safety and health regulations, and shall obtain any insurances, licenses or permits required by these laws or regulations.

Accreditation & Certification

a. The Contractor shall provide confirmation of the following ISO certifications (or equivalent) / other required certificates as listed, and shall provide these documents at Contract Award, on an annual basis, and/or upon renewals:

1. 9001:2015;
 2. 27001 certification; and
 3. 27032 qualification or credential for the responsible IT Security Manager(s).
4. Cyber Essentials Plus and completion of MOD Cyber Risk Assessment.

Environmental Protection

a. The Contractor shall take all reasonable and practical measures to protect the public and the Authority against accidents, and to safeguard the environment and apply the best practices available in that field.

b. The Contractor shall maintain and make available upon request to the Authority:

- (1). A copy of their Environmental Management System policy; and
- (2). Licenses and permits issued, as required by the relevant authorities.

c. The Contractor shall be in compliance with, as a minimum, the following legal requirements:

- (1). Environmental protection regulations and the national implementation references (i.e. law, regulation) pursuant to the EU Directives; and
- (2). Cyprus national, regional and local environmental laws and regulations, where applicable.

Location

All services as outlined within the requirement are for provision in and around the territorial waters of Cyprus.

Personal Data

Supplier shall be provided with personal data of Authority personnel as necessary.

ANNEX A - REQUIREMENTS

Provide port, maritime and other logistical support services on demand to the NPOC of Authorised Demanders. Services shall be requested by the demanding Unit using a Logistics Requisition (LOGREQ – illustrative example at Annex C). Services shall include but not be limited to:

Berthing and Anchorage Services

- Berthing allocation.
- Provision of pilots, tugs and moorings.
- Provision of berthing facilities, berthing parties, boat parties and buoy jumpers.
- Provision of gangways, booms, pontoons and fenders.
- Provision of liberty boat and landing facilities for personnel and equipment if Unit is at anchor or secured to buoys.

Shoreside Support Services

- Facilitation of Customs clearance for the Unit, including goods inwards/outwards
- Collection, delivery and safe stowage of goods inwards/outwards.
- Liaison with Cypriot immigration officials to ensure the smooth arrival and departures of the Unit and personnel
- Collection, safe storage and delivery of mail, stores and equipment.
- Liaison with RAF Akrotiri (detail in Annex G) for collection and delivery of maritime personnel, mail, and cargo.
- Collection from Unit and shipment to the UK of mail, stores, and equipment.
- Scoping/local purchase of low value, low risk items.
- Arranging cargo operations and loading/discharge equipment.
- Provision of Stevedores, Watchmen, Tallymen, Terminal Operators, Hauliers.
- Supervision of cargo operations and cargo damage survey
- Port Working Documentation: Notices of Readiness; statements of facts; timesheets.
- Cargo Documentation; Manifests; Bills of Loading.
- Facilitation and escort of dangerous goods as required
- Provision of a temporary Convoy / Cargo Marshalling Areas as required.

Support to Personnel

- Arranging and funding of hotel accommodation as directed by the NPOC.
- Arrange any required visa and meet/greet and transport of personnel to and from the airport to Unit or hotel.
- Provision of maritime charts and port terminal maps.
- Provision of language translators as required.
- Purchase of flight/ferry tickets.
- Provision of handbooks, guides, maps and other relevant visitor information.
- Assist crew with communication needs (i.e. possible provision of telecommunication cards).
- Provision of land lines, if available, facilities for Wi-Fi (not PAYG) and by exception, mobile telephones.
- Facilitation of medical and dental care services as required.
 - Arrangement of laundry facilities.
 - Outline sensitivities including cultural issues and possible security issues.
- a. Other relevant information e.g. public holidays/festivals that may affect the visit

Food

'Purchase and arranging delivery of food, catering provisions and bottled water including in-country customs clearance, where necessary.

'Provision of potable water.

The Contractor shall ensure that foodstuffs delivered satisfy the relevant hygiene requirements laid down in Regulation (EC) No 852/2004, with particular attention being paid to chapter IV (Transport), chapter VIII (Personal Hygiene) and chapter IX (Provisions 22 of 64 applicable to foodstuffs) in ANNEX - I to this regulation. Further, amendments to this regulation shall also be adhered to (if/as applicable):

The Contractor shall ensure that all foodstuffs delivered meet the Food Safety Regulations outlined in Regulation (EC) No. 178/2002, with particular attention being paid to the General Requirements of Food Law, and article 14. I-9.4. Further, amendments to this regulation shall also be adhered to (if/as applicable):

Regulation (EC) No 1642/2003; I-9.4.2. Regulation (EC) No 575/2006; I-9.4.3. Regulation (EC) No 202/2008; I-9.4.4. Regulation (EC) No 596/2009; and I-9.4.5. Additional amendments as promulgated. I-9.5.

The Contractor shall not provide any foodstuffs that are subject to food alerts, product withdrawals and/or recalls.

Fresh Fruit and Vegetables (FFV) shall meet the following specific, additional, standards: Shall not be grown (cultivated) using night soil (human waste); Shall be free of pest and insect infestation; Shall be fresh yet not over ripened.

Upon delivery quality control shall be performed by the NPOC and/or their representative in order to validate the relevant expiration dates, quality and condition of the provisions. If any of delivered food products are known to be, or might reasonably be expected to be, not accepted as for its quality, the Contractor shall immediately initiate procedures to withdraw the food in question and replace it for another which meets requirements, without any extra payment. The Contractor shall ensure that all foodstuffs (with a particular mention to frozen goods) come from trusted suppliers and that any transport, storage, handling and delivery are performed adequately to preserve their original conditions, and to achieve the highest level of safety through the food chain

Security

The Contractor shall provide security services to the ship and events as requested via the LOGREQ.

Should security be mandated by Port Authorities, the Contractor shall clearly announce and justify to the NPOC in the LOGREQ reply prior to the arrival.

Security services include but are not limited to:

SECURITY - BARRIERS (access control barriers) to serve as a bold visual deterrent against possible threats to the ship or her crew. An additional security barrier in the form of stacked ISO containers may be required and will be advised by the visiting unit.

SECURITY - GUARDS (UNARMED) to protect against fire, theft, vandalism, and illegal entry, those areas of the harbour, piers and terminals deemed vital to the security and safety of the ship. The security guards duty might include: Entry protecting and controlling, receiving visitors and giving information to visitors of the ship. Noting any unusual or

potential problem and reporting to the proper authority, such as police, fire department, building office, ship's duty officer, etc.

The security guards must speak and understand conversational English

Vehicles

'Provision or hire of vehicles, crane and other plant hire equipment

Waste Disposal

- All waste including sullage and tank washings to be disposed of in accordance with local environmental regulations. Ships will not retain these washings.
- The Contractor shall provide collection, removal and disposal services for mixed solid waste (MSW), (variously referred to as, gash, trash, refuse, rubbish, garbage, mixed waste or municipal-type solid waste); The service shall include transport and all disposal service costs. If recycling schemes are in place locally, the Contractor shall comply and direct the relevant waste accordingly.
- Where mandated by law or regulation, the Contractor shall advise the NPOC of any other types of liquid or solid waste that require specific sorting, temporary storage, handling and/or treatment (incl. disposal) procedures.
- This includes, but is not limited to, hazardous waste, bio-hazardous waste, explosive and/or incendiary products, chemical and/or toxic waste and all recyclable materials.
- The Contractor shall advise the NPOC if separate containers are required.

All documentation (reports, forms, certificates, etc.) required according to host nation legislative framework for the treatment (incl. disposal) of all streams of handled waste shall be provided with the invoice

Underwater Engineering

'Provision of divers and diving support

Maintenance & Engineering Support

'Supply of cleaners, painters and other workforce as required by the demanding Unit.

'Facilitation of engineering, ship husbandry, maintenance, and Unit repair support as required.

'Provision of air compressors, chilled water plants, forced cooled air plants and associated equipment.

'Supply of power generation (generators and power supplies).

'Supply of refrigerated containers

Tank Cleaning Services

Tank and engine room cleaning, such as fuel oil sludge tank, lube oil sludge tank, scavenge drain tank, fuel oil filter tank, dirty oil tank, and lube oil drain tank and associated engine spaces are to be cleaned to the satisfaction of the Unit NPOC. Tanks to be at a standard commensurate with Lloyds register to close-up paint or conduct hot work. Standards to be stated in the LOGREQ

- Contractor shall provide, if required, tank and bilge cleaning services including but not limited to tank isolation, product removal, ventilation, power wash, checking and cleaning of outlets or final inspection.

- Considering the safety implications of this activity, careful planning, close coordination with the NPOC and strict observance of applicable occupational and safety requirements, including the use of personnel protection equipment shall be obeyed.
- All waste generated by this activity shall be treated according to the local legislative framework and the corresponding documentation required (reports, forms, certificates, etc.) shall be provided with the invoice.

Fresh water is to be used throughout. Chemicals are not to be disposed of through the ship's drainage or sanitary system

F76/MGO/Other Fuels

Upon request from the NPOC the Contractor shall arrange fuel supply, as requested. If providing naval distillate fuels, a type of Marine Gas Oil (MGO) which contains very low sulphur content, they should conform to the latest version of ISO 8217 currently 2017 and the parameters the fuel must come under are DMA. Otherwise, the Contractor shall be prepared to offer an alternative Marine Gas Oil (MGO) DMA.

If providing MGO, the fuel shall comply with the latest version of ISO 8217 (or equivalent) available in the port. If the available fuel is not compliant with the latest published version of ISO 8217(or equivalent), the Contractor shall provide a written explanation to the NPOC, copying the Navy Fuels Team.

In all cases, including provision of "other fuels" (including, but not limited to, IFO, AGO, aviation fuels, etc.) the Contractor shall provide the Authority with detailed specifications and shall seek technical acceptance prior to any delivery.

The Contractor shall be responsible for ensuring the fuel provider properly uses oil spill containment booms if required by law or port regulations and complies with all laws or regulations relating to the provision of fuel as required.

The Contractor shall ensure that fuel, transportation and customs clearance are best market prices. Sampling shall be conducted at the point of custody transfer and shall be witnessed by the ship's engineering officer. Sample bottles shall be fully filled out and signed by the supplier and ship's engineering officer. Sample bottles not signed by the ship's engineering officer shall not be accepted.

The Contractor shall ensure that supplier complies local environmental laws and regulations.

In order to avoid ambiguous situations during an overfill or spill, prior to commencement of fuelling, the Contractor shall coordinate with the NPOC's on site representative and review the procedures to be followed in the case of a spill or overfill.

In recognition of the fact that fuel is sold by weight (metric tons) and by volume (M3s), the Contractor shall ensure that the NPOC's are provided with a fuel Bunker Delivery Note/Receipt BDN/BDR including the quantity of fuel provided in metric tons, the volume and the fuel density at 15°C (kg/m3

The Contractor shall submit the fuel invoices to Navy Fuels Team with the bunker delivery note, signed by the ship's engineer.

The Contractor shall provide a physical fuel supplier's supporting documentation and/or invoice that matches the name on the BDR/BDN. If other fuels are requested by the NPOC /

Navy Fuels or Ordering Authority, a quotation with specifications is to be provided to the Ordering Authority for prior approval. The fuel shall be reimbursed "At Cost". Costs shall be approved by in accordance with Annex D, clause 47 and Schedule 2.

- Provision of bunkers, petroleum and aviation fuel.
- Handling of fuel samples and other Dangerous Goods.

Cash and Banking Services

The Contractor shall be required to deliver cash to units upon receipt of funding from the Authority. The Contractor shall make arrangements (including necessary bank transfers) to deliver the cash to the demanding Unit.

The cash shall be provided in the currency requested.

The Contractor may be required to provide the following services upon arrival:

- Arrangement of collection, safe stowage and secure transport and delivery of cash to the Unit.
- Arrangement of an alternative method of cash supply to meet the vessel at sea.

The Contractor may be required to provide the following services:

- Agree with the NPOC a date and time for the collection of unused cash.
- Agree with the NPOC the currency and value of unused cash.
- Arrange for the collection, safe stowage and secure return of unused cash to be credited to a designated MoD bank account within 10 working days.

Submit a report to the Authority detailing the value of returned funds and the bank account and date credited

Mechanical Handling Equipment (MHE) & Vehicles

This includes, but not limited to:

Cranes
Forklifts
Tele handlers
Hire vehicles
Coaches (with driver)
Trailers

The Contractor shall provide MHE services, for loading and unloading of freight, providing mechanical lifting to and from the ships. This service shall include a qualified operator. The Contractor shall provide MHE with the minimum required lifting capacity with sufficient reach to place loads on the receiving ship's deck, and suitable manoeuvrability. Minimum lifting requirement shall be determined in the LOGREQ and is based on the vessel's requirements.

If not clearly stated in the LOGREQ, the Contractor shall first clarify NPOC's actual requirements of reach, lifting capacity and manoeuvrability in order to determine the best, safest and least expensive option.

All MHE provided shall be in a sound mechanical condition and meet all applicable safety laws and regulations.

The MHE shall be suitable for their intended use and be operated with due care and within all operating safety limits. If the NPOC does not specify the intended use of the crane, the Contractor shall confirm these details with the NPOC.

ANNEX B – LOGREQ TASKING PROCESS

1. LOGREQ

- a. A LOGREQ is a request from the NPOC with details of the service to be provided. This will be submitted via an attachment to an email.
- b. Various app-based messaging services (Facebook, WhatsApp, SMS, etc) are not an acceptable format for the submission of LOGREQ.

2. Routine Requirements

- a. Routinely, a LOGREQ will be sent from the NPOC to the Contractor no more than fourteen (14) calendar days prior to the vessel's arrival date, or two (2) calendar days in the case of submarines.
- b. The Contractor shall provide, via email, an acknowledgment of receipt of the LOGREQ including a sequential, unique serial number to be used within 4 hours during Normal Working Hours and within 8 hours outside of Normal Working Hours.
- c. For all services, the Contractor shall provide the estimated prices by sending an email ("Reply to all") with the LOGREQ price estimate. This shall be provided within 48 hours from receipt of LOGREQ but no less than 5 days prior to Planned Visit date. Firm prices should be provided no later than 48 hours ahead of the visit date.
- d. The NPOC shall be entitled to request further information from the Contractor in respect of any of the estimated prices or proposed services and shall be able to request that the Contractor makes changes to these, where required.
- e. When the NPOC is content with the services/prices the Contractor has provided, they shall provide formal written acceptance.
- f. The Contractor may commence co-ordination without commitment with the port authorities and potential physical suppliers in order to source the requested services or supplies. Only after the NPOC has approved the proposed estimated prices, by sending an email with their approval, should services be booked.
- g. The identification of unavailability of any requested services shall be provided with applicable justification and the available alternative options as soon as possible.

3. Unplanned Requirements

- a. In the event of unplanned visits, a LOGREQ can be sent at short notice. This can be any number of days below the routine 14-day notification period.
- b. As soon as details of an unplanned visit are known, a LOGREQ will be sent from the NPOC to the nominated Contractor, immediately followed by telephone confirmation.
- c. The Contractor shall provide via email an acknowledgment of receipt of the LOGREQ within 4 hours during Normal Working Hours and within 8 hours outside of Normal Working Hours (unless the NPOC advises this is required in a quicker timeframe due to the shorter duration between LOGREQ issue and visit).

- . For all services, the Contractor shall provide the estimated prices by sending an email ("Reply to all") with the LOGREQ price estimate. This shall be provided as soon as possible from receipt of LOGREQ or no less than 48 hours prior to Planned Visit if time allows (unless the NPOC advises this is required in a quicker timeframe due to the shorter duration between LOGREQ issue and visit).
- a. The NPOC shall be entitled to request further information from the Contractor in respect of any of the estimated prices or proposed services and shall be able to request that the Contractor makes changes to these, where required.
- b. When the NPOC is content with the services/prices the Contractor has provided, they shall provide formal written acceptance.
- c. The Contractor may commence co-ordination without commitment with the port authorities and potential physical suppliers in order to source the requested services or supplies. Only after the NPOC has approved the proposed estimated prices, by sending an email with their approval, should services be booked.
- d. The identification of unavailability of any requested services shall be provided with applicable justification and the available alternative options as soon as possible.

4. Ad-Hoc Tasks

- a. From time to time the Authority may have an unexpected logistic requirement that is not covered by the scope of the services defined in this Statement of Requirement.
- b. The Contractor shall work with the Authority to make every effort to meet these.
- c. Once Ad-Hoc Tasks are mutually agreed, all KPI's shall be applicable.

5. During Port Visit

- a. The Contractor shall board the ship immediately upon its arrival to discuss the NPOC's requirements.
- b. The Contractor shall adhere to the direction provided by the NPOC.
- c. In case of long duration stays in a port (more than 14 consecutive days), the Contractor shall agree with the NPOC when they will need to revisit the unit.
- d. The Contractor shall track the progress of the requirements to assure timely and satisfactory performance, visit the ship as necessary, and be available on call at all times to assist the ship with any problems encountered.
- e. The Contractor shall be prepared to receive and meet additional Authority's request for supplies and services.
- f. The Contractor shall provide recommendations to the NPOC on the best approach and the most economical means on how to satisfy the requirements.
- . In case of visits of multiple ships, the Contractor shall arrange for all ships to be visited on the first day on a schedule agreed with the relevant NPOCs.

ANNEX C – LOGREQ FORM EXAMPLE

UK MOD Global Port Services Cyprus – Manual LOGREQ¹

DATE OF SHIP VISIT IS NOT TO APPEAR ON THIS DOCUMENT²

TASK REF NO.	Sequential serial number to be assigned by Contractor on receipt of LOGREQ
DATE LOGREQ SENT	
NAME OF VESSEL/UNIT	
HULL NO	
UIN NO.	
PORT	
COUNTRY	CYPRUS
LENGTH OVERALL	
WIDTH	
DRAFT	
DRAFT REQUIRED AT BERTH	
GRT	
NRT	
DISPLACEMENT	
COMPLEMENT	
FOREIGN NATIONALS	
PURPOSE OF VISIT	OPERATIONS / TRAINING / OTHER

SERVICE REQUESTED	UNIT	QTY	EXPLANATORY REMARKS
A. PILOTAGE			
i. Pilot in	EA		
ii. Pilot out	EA		
. Pilot boat	EA		
B. TUGS	EA		
i. Tugs in	EA		Please provide bollard pull requirements
ii. Tugs out	EA		
i. Tugs for Cold move	EA		
ii. Tugs for berth shifting	EA		
C. HARBOUR DUES			Please ensure you have provided ships particulars. If available, please send a tonnage certificate
i. Port Dues	DY		
ii. Lock fees for berthing	LOT		
iii. Berthing Fees	DY		

¹ LOGREQs should be sent to Contractor (SPOC), CCing: NavyFGen-LOGSGlobalPortServ@mod.gov.uk

² Planned visit dates should be transmitted via separate means not naming unit i.e. a second email.

iv.	Anchorage fees	DY		
v.	Linesman	SVC		
vi.	Mooring/unmooring boats	SVC		
vii.	Anchorage fees	DY		
D. CARGO OPERATIONS				
i.	Crane	HR		Please specify capacity; distance and height. Please specify purpose/weight to be lifted.
iv.	Forklift - please specify weight	HR		Please specify capacity. Please specify purpose/weight to be lifted.
v.	Paint float/cherry picker	HR/DY		
vi.	Trucking/Cargo dryage	LOT		Please specify size and cargo to be carried. (Particularly if its Hazmat)
vii.	Manlift - please specify reach	HR/DY		
viii.	Mail bags incoming	LOT		We note that you may not know this information when preparing the LOGREQ.
ix.	Outgoing mail (trackable service)	LOT		We note that you may not know this information when preparing the LOGREQ.
E. TELEPHONE SERVICE				
i.	Land lines	EA		
ii.	Land line call charges	EA		
iii.	Mobile phones	EA/DY		FLC approval required for Burner Phones
iv.	Sim cards	EA/DY		Please specify call credit and/or data package required.
v.	Wi-Fi Routers	EA/DY		FLC approval required
F. HIRE CHARGES				
i.	Brows - please provide length	DY		Please provide length. Please specify if there is a width restriction onboard.
ii.	Brow stand	DY		
iii.	Surface Fenders - please provide size	EA/DY		Please provide width and length. Please specify location.
x.	Pontoons/Camels	EA/DY		
iv.	Towed Array Support	LOT		Please provide details on a separate email.
v.	Submarine fenders	EA		
G. WATER SUPPLY				
i.	Potable water Pier side	MT		Please specify daily requirement. Please specify type, size and location of connection.
ii.	Demineralised water	MT		
H. WASTE REMOVAL				
i.	Black water	CM		Please specify daily requirement. Please specify type, size and location of connection.
xi.	Grey Water	CM		Please specify daily requirement. Please specify type, size and location of connection.
xii.	Garbage removal	MT		Please specify daily quantity.
xiii.	Oily waste / Sullage	CM		Please specify daily requirement. Please specify type, size and location of connection.
xiv.	Clinical waste	LOT		Please provide additional details

vi. Hazardous waste	CM		Please provide additional details
I. CREW SUPPORT			
i. Air Tickets	EA		
ii. Transport to and from airport	EA		Please provide details for groups travelling together
iii. Visa fees	EA		
iv. Meet and Greet	EA		
v. Hotel for crew repatriation	EA		
vi. Medical appointment	EA		
vii. Transport for medical appointments	EA		
. Hospitalisation	EA		
vii. Hotel rooms for submarines			
viii. Boat transfer	LOT		Please specify number of pax, cargo and any other detail.
J. TRANSPORTATION			
i. Self-drive Sedan (please specify size)	EA/DY		
ii. Self drive Minibus (please specify size)	EA/DY		
iii. Coach/Minibus with driver	HR		Please specify number of pax and any other detail.
iv. Sedan with driver	HR		
v. Van with driver	HR		
vi. Baggage Van			
K. AIRCRAFT SUPPORT SERVICES			
i. Landing fees	LOT		
vii. Fuel for Aircrafts	MT		
viii. Cargo support	LOT		
ix. Crew medical support	EA		
x. Crew repatriation support	EA		
L. REPAIRS			Please provide further information in additional notes section at the bottom.
i. Craneage	HR		
ii. Engineering Services	LOT		
xi. Contract Cleaning/painting	LOT		
xii. Any other repairs	LOT		
M. GENERATORS			FLC approval required
i. Generator Support	EA		
ii. Airconditioning units	EA		
xiii. High Pressure units	EA		
xiv. Fuel for Generators	MT		
xv. Cables for Generators	EA		

N. CASH TO SHIP			
i. Cash delivery	LOT		Please provide details on currency and denominations
ii. Return of cash	LOT		
O. OIL SAMPLES			
i. Return of oil samples to be handled by Contractor	EA		Please provide details.
P. FORCE PROTECTION			
i. Container Barrier	MTR		Please specify in metres
xvi. Fences	MTR		
xvii. Guard shack	EA/DY		
xviii. Jersey Barriers	MTR		
xix. Guards on the pier/24/7	EA/DY		
xx. Patrol boats	EA/DY		
vi. Line of Demarcation	EA/DY		
Q. FUEL DELIVERY			(TO BE ORDERED SEPARATELY THROUGH NAVY FUELS IAW 2024DIN04-105. Support services such as fenders to be ordered via this LOGREQ)
i. MGO, F76 or equivalent	MT		
xxi. JP 5	MT		
xxii. Oil Boom	DY		
xxiii. Fender for fuel barge	EA/DY		
xxiv. Flow meter Requested			
v. Pressure Requirements			
R. PROVISIONS SUPPORT			
i. Provisions order	LOT		Please provide details
ii. NAAFI order	LOT		Please provide details. To be paid separately
S. HELO/AIRCRAFT ON BOARD			
i. Helo or aircraft squadron support	LOT		Please provide details and separate UIN
T. ROYAL MARINE SUPPORT ON BOARD			Please provide details
i. Specific requirements and UIN needed	LOT		
U. EVENT SUPPORT			(PLEASE ORDER AFTER SEEKING PRIOR APPROVAL FROM FLC)
i. Catering support	LOT		Please provide details
ii. Tent/Marquee/Generator/lights	LOT		
V. MISCELLANEOUS			

NPOC Name, Rank and contact details.			
Visit Liaison officer name and Rank (VLO)			
This LOGREQ should be sent to: XXXXXX@XXX.XX and CCd to: NavyFGen-LOGSGlobalPortServ@mod.gov.uk and: XXXXXX@XXX.XX			

ANNEX D – INVOICE AND PAYMENT PROCESS

1. End of Port Visit

- a. No less than 3 hours prior to departure, the Contractor shall present to the ship's NPOC two hard copies of the following documents for review and signature in duplicate:
 - (1). A cover sheet advising of all the invoices attached, their individual costs and total cost.
 - (2). All available supporting documentation with costs and quantities and delivery notes and any remaining estimated costs.
- b. The NPOC shall review the documentation and confirm they are content before signing both copies of documentation.
- c. One copy should be retained by the Contractor, and the other retained by the NPOC. All documents should be signed and dated by the NPOC with their name clearly printed.
- d. If any discrepancies in the documentation cannot be resolved prior to sailing the Contractor shall ensure that the NPOC annotates and signs both copies of the documentation highlighting the discrepancy. The Contractor shall ensure that the signed copy is sent to the Royal Navy Global Port Services Team for further investigation.
- e. No later than seven days after departure, the Contractor shall provide final port expenses and costs to the NPOC and Royal Navy Global Port Services management Team.
- f. The NPOC will be mandated to complete a quality assurance form (QAF), Appendix 1 to this document, at the end of every Port Visit. This QAF shall be used to assess the received service against the KPIs.

2. Invoice Submission

- a. On a quarterly basis, the Contractor is to provide copies of relevant port tariffs from port authorities and/or rate schedules from service providers for all services for which the prices are governed by established port tariffs and/or established rate schedules including, but not limited to berthing fees, line handlers, mooring, unmooring & shifting, pilot services, port dues, tugboat services, environmental fees, pollution prevention fees, lighthouse fees, waste removal (for at cost waste), conservancy charges, anchorage fees, port authority administration and user fees, etc. to confirm the fairness and reasonableness of prices;
- b. If there are no relevant established port tariffs and/or rate schedules for a specific port or service, the Contractor shall advise NPOC/Authority with the submission of the invoice;

- c. All husbandry invoices should be scanned and submitted via email to Royal Navy Finance Team within 30 days of the vessel leaving the port. In cases where multiple vessels visit the port, invoices should be submitted per vessel. All scanned documents should be clear and legible.
- d. During the validation process, the Authority will reject any invoices which are incomplete (missing supporting documentation, etc.) and/or contain inaccuracies (price, quantities, duration, currency, taxes, etc.), are ambiguous or unreadable.
- e. Any invoice query request from the Authority should be responded to within 7 days.
- . An overarching headed cover sheet with consolidated costs should be included along with full cost breakdowns in Microsoft Excel format.
- f. Staged invoiced submission for visits over and above 14 days should be arranged, usually at 14 day intervals, via the NPOC and Royal Navy Finance Team.
- g. All invoices should be provided in the local currency.
- a. Payments will not be made until all required evidence has been received, verified and accepted.

ANNEX E - COMMUNICATIONS PROCESS

1. Communication

- a. The Contractor shall provide a central Single Point of Contact (SPOC) which must include a telephone that is monitored 24 hours a day, 7 days a week, 365 days a year. All calls must be answered immediately, at all times of the day, in case of unplanned / emergency requirements.
- b. In case of communication failure, the Contractor shall endeavour to re-establish communications with the NPOC, and failing this, should endeavour to contact the RN Liaison Officer in RAF Akrotiri (detail in Annex G)
- c. Any communication, which will result in a commitment of resources and/or result in additional expenses, shall be documented in writing. The Contractor shall not undertake any activity which results in changes or additions to previously agreed costs and services until they have received formal notification in writing from an Authority representative.
- d. This email and/or document shall be added to the invoice package given to the NPOC on completion of the Port Visit. If not provided, the invoice will be rejected.
- e. If Contractor personnel who deal directly with the ship or Authority are unable to communicate in English, the Contractor shall provide, at no additional cost to the Authority, interpreter services between the ship and suppliers (if necessary) to assure timely delivery and performance of the supplies and services ordered by the NPOC.
- f. The Contractor shall ensure that any foreign language documents requiring a price acceptance, technical acceptance, or that represent a financial or legal document that requires a signature (e.g. customs, VAT etc.) are accompanied by an English translation at no additional cost to the Authority.

ANNEX F – GOVERNANCE PROCESS

Governance

Meetings

- a. The Contractor shall provide the relevant attendees to the following meetings with the Authority:

Frequency	Description	Attendees (As a minimum)		Inputs	Outputs
Monthly (but may be stood down in periods of limited use)	Operational (including mobilisation and exit planning)	MOD Global Port Services Team Fuel Operations Team	Supplier Account Manager	BAU Reports Mobilisation/ Exit Plans	Minutes / Actions Captured by Supplier
Quarterly	Contract Management	MOD Global Port Services Team Fuel Operations Team Contract Management Team	Supplier Account Manager	KPI report from Supplier	Minutes / Actions Captured by Supplier
Annually	Accreditations & Certificates	MOD Contract Management Team Global Port Services Team	Supplier Account Manager	Up to date certificates	Minutes / Actions Captured by Supplier
As required (but no sooner than 6 months from Contract Award)	Benchmarking				

- b. The format and attendees of these meetings shall be agreed at Contract commencement.
- c. All meetings shall take place via Microsoft Teams.
- d. The Contractor shall provide reports to the Authority in accordance with para 3 below. Where these reports are required for any governance meetings, the Contractor shall ensure that these reports are sent 7 calendar days before the scheduled meeting.

Reporting

The Contractor shall:

- a. Capture and collate data relating to services provided for Unit port visits.
- b. Data capture shall include but not be limited to:

- (1). Separation of account information by demanding Unit (in line with LOGREQs);
- (2). Full cost breakdown (in line with LOGREQs) including service lines delivered as requested through performance of the contract, including any applicable additional duties, taxes and charges;
- (3). Percentage of all payments to suppliers which were made within 30 days and average payment days to suppliers on a monthly basis;
- (4). Other financial or business-related data as reasonably required;
- (5). Quarterly dashboard of Contractor's performance against KPI's;
- (6). All service demands from the LOGREQs;
- (7). Any complaints that arise as a result of the performance of this contract;
- (8). Any environmental and/or health & safety breaches that are lodged against the Contractor;
- (9). Any recommendations for continuous improvement that may have been captured as part of any (LfE) learning from experience;
- (10). Provide additional reports as reasonable required.

ANNEX G – AUTHORITY REPRESENTATIVES

-
-
- **Nominated Point of Contact (NPOC)**
-

NPOCs are those Authority personnel authorised to demand services and agree prices/authorise payment for their demanding Units.

The Contractor shall not accept demands for goods/services or agree costs with any other person unless specifically authorised by the relevant NPOC or the Duty Fleet Logistics Coordinator.

Royal Navy NPOCs are detailed in Royal Navy Book Of Reference 2002 Table 5E1 which will be provided to the Contractor by the Royal Navy Global Port Services Team. A list of other authorised Authority NPOCs will be provided by the Royal Navy Global Port Services Team.

DESIGNATED OFFICERS as at July 2024

Name/Unit	Address	Phone	Email	Designated Officer	Authorised Demander	Able to authorise LOGREQs and requirement changes	Other info
Global Port Services Cyprus Contract Team Leader	Logistics Division, Force Generation Navy Command HQ MP 2-2 Leach Building HMS Excellent Whale Island Portsmouth, PO2 8BY	+443001652649	NavyFGen- LOGSGlobalPortServ@mod.gov.uk	Yes	Yes	Yes	Lead for all contractual management.

Duty Fleet Logistics Coordinator	Maritime Operations Centre Oswald Building 470 Northwood HQ Sandy Lane Northwood Middlesex HA6 3HP	+441923 956143 Out of Hours +447967 990123	NAVYOPS- LOGSFLCDUTYOFF@mod.gov.uk	Yes	Yes	Yes	24/7 Operational HQ
Deputy Commander Logistics (Submarines)	HMNB Clyde Helensburgh Argyll & Bute G84 8HL	+443001646065	As notified.	Yes	Yes	Yes	On behalf of deployed submarines
NCHQ Fuels Ops Manager	Logistics Division, Force Generation Navy Command HQ MP 2-2 Leach Building HMS Excellent Whale Island Portsmouth, PO2 8BY	+443001676967 /+447773 157684 +44300 160 2384 /+447773 157693 +44300 167 3268 /+447779 960391 +44300 153 3832 /+447773 157679	As notified.	Yes	Yes	Yes	Fuel related issues only.
DBS FAADMT FX Cash and Control Accounts Team	Foreign Currency Team Oak Building Level 1 West 6109# MOD ABBEYWOOD North BRISTOL BS34 8QW	N/A	DBSFin-FAADMT-FX@mod.uk	Yes	Yes	No	

DSCOM Sealift Operations (Defence Support Chain Operations & Movements)	DES DSCOM Sealift Operations SO3 Cedar 3b, MP 3347 MOD ABBEYWOOD BRISTOL BS34 8JH	+4430 679 81199 / 81117	DESDSCOM- SealiftOpsSO3@mod.uk	Yes	Yes	Yes	
Salvage and Marine Operation (SALMO)	Commercial Ash 2b #3212 Abbey Wood BRISTOL BS34 8JH	+44306 7983356	DESShipsComrcl-SANMO- 1@mod.uk	Yes	Yes	Yes	
PJHQ	SO2 CS J1J4 PJHQ Northwood HQ Sandy Lane Northwood Middlesex HA6 3HP	+441923 956143	PJHQ-J1J4-J4-CSO-SO1@mod.uk	Yes	Yes	Yes	
British Forces Cyprus J4 Group	HQ BFC	N/A	BFC-HQ-J4GpMailbox@mod.gov.uk	Yes	No	No	Main point of contact for movement of personnel, mail and cargoo to/from RAF Akrotiri
	Episkopi , Cyprus						
RN Liaison Officer Cyprus	HQ BFC	00357 25963130	bfc-hq-j4-logopsRNLO@mod.gov.uk	No	No	No	
	Episkopi,						
	Cyprus						
Navy Finance	Navy Finance Navy Command HQ MP 2-2	N/A	As notified. mailto:	No	No	No	

	Leach Building HMS Excellent Whale Island Portsmouth, PO2 8BY						
Navy Contract Mgt	Navy Commercial Navy Command HQ MP 2-2 Leach Building HMS Excellent Whale Island Portsmouth, PO2 8BY	N/A	As notified.	No	No	No	

ANNEX H - MOBILISATION

The Contractors Mobilisation Plan shall contain, but not be limited to, details of the Contractors:

- (a) Mobilisation timeline;
- (b) Mobilisation management team;
- (c) plans for management of Mobilisation phase including any required meetings;
- (d) plans for establishment of SPOC;
- (e) plans for establishment of suitable IT systems;
- (f) process for ensuring all personnel are suitable to deliver the Services from Service Commencement Date;
- (g) process for ensuring all sub-Contractors are suitable to deliver the Services from Service Commencement Date;
- (h) process for ensuring all security requirements will be met to deliver the Services from Service Commencement Date;
- (i) risk assessment, assumptions, and mitigation strategies;
- (j) contingency plans;
- (k) plans for communications to stakeholders;
- (l) process for liaison with previous Contractor;
- (m) plans for providing evidence of accreditations, if requested;
- (n) plans for provision of Guarantee, if requested;
- (o) dependencies on the Authority

When executing the Mobilisation Plan, the Contractor shall:

- (a) take all reasonable steps to avoid disruption of activities being provided by the previous Contractor and the Authority. Where disruption is necessary, the Contractor shall notify the Authority prior to that action to gain approval;
- (b) notify the Authority of any requested changes to the agreed Mobilisation Plan;
- (c) notify the Authority as soon as it becomes aware that there is, or there is likely to be, any delay.
- (d) use all reasonable endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.

4. The Authority shall be entitled, by written notice to the Contractor, to waive any of the Mobilisation activities in whole or in part.

5. The Authority shall be responsible for confirming compliance with the Mobilisation Plan.

6. The Mobilisation Plan shall be completed within the Mobilisation Period. Failure to do so, may be considered a Material Breach in accordance with Contract Condition 43 and therefore could result in termination.

ANNEX I - EXIT

1. The Contractors Exit Plan shall contain, but not be limited to, details of the Contractors:
 - (a) Exit management team;
 - (b) plans for management of Exit phase including any required meetings;
 - (c) process for ensuring availability of suitable personnel to deliver the Services until Exit Date;
 - (d) process for ensuring availability of suitable sub-Contractors to deliver the Services until Exit Date;
 - (e) process for ensuring all security requirements shall be met until Exit Date;
 - (f) plans for ensuring that any Services that are continuing under the Contract are delivered to the required standards;
 - (g) risk assessment, assumptions, and mitigation strategies;
 - (h) contingency plans;
 - (i) plans for communications to stakeholders;
 - (j) process for liaison with any Follow-On Contractor;
 - (k) plans for transfer of any personnel under TUPE;
 - (l) plans for supporting the Authority with any related matters post Exit Date;
 - (m) dependencies on the Authority
1. The Contractors Exit Management Plan shall be reviewed (and updated, where required) no less than 6 months ahead of Contract expiry on the basis to ensure its contents remain appropriate.
2. Exit from the Contract shall be managed in accordance with the Contractors Exit Plan.
3. The Exit Plan shall detail the activities the Contractor shall take to support transfer of any or all of the Services to the Authority or any Follow-On Contractor (means the person who may be contracted by the Authority to deliver the Services, in the event that:
 - (a) the Contract reaches its Expiry Date; or
 - (b) the Contract is terminated before the Expiry Date
4. The Contractor shall provide a detailed Exit timeline when the Exit Plan comes into effect.
5. Where a LOGREQ has been issued to the Contractor prior to the Exit Date, the Contractor shall deliver all Services required for that visit until the end date of the visit, even if the end date of the visit is after Contract Exit Date (unless formally requested to stop delivery by the NPOC).

Appendix 1 – Quality Assurance Form

RN CYPRUS QUALITY ASSESSMENT FORM (HUSBANDRY)

ROYAL NAVY QUALITY ASSESSMENT FORM (QAF) HUSBANDRY SERVICES												
This mandatory report captures the performance of the Contractor (and/or his local agent) for the quality of the services received regarding your port visit in Cyprus. Completed forms are to be returned by email to: NavyFGen-LOGSGlobalPortServ@mod.gov.uk no later than 72 hours after port visit completes.												
Ship's Name:		Country: Cyprus		Port Visited:								
Arrival Date:		Departure Date:		LOGREQ No:								
*For any scores of '1, 2 or No' details must be provided in the comment area below.												
Prior to Port Visit												
1. Was the LOGREQ acknowledged within 4 hours during normal working hours and within 8 hours outside of normal working hours (Cyprus local time)		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
2. Did the Contractor provide you with a LOGREQ Price Estimate requesting your price approval within 48 Hours from receipt of LOGREQ but no less than 5 days prior to Planned Visit date?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
3. Did the Contractor provide firm prices no later than 48 hours ahead of the port visit?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
4. Did the Contractor identify, justify, and provide alternative options for any unavailable services?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
5. Did the Contractor provide you advance information of recreational/liberty activities?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
6. Did the Contractor provide you with advance information on security related concerns in the local area?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
During Port Visit												
• 7. Was the Contractor on time to board the vessel on arrival to discuss your requirements?		<table border="1"> <tr> <td>Over 1 Hour</td> <td>30 mins – 1 hours</td> <td><30 mins</td> <td>On time</td> </tr> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> </tr> </table>	Over 1 Hour	30 mins – 1 hours	<30 mins	On time	1	2	3	4	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Over 1 Hour	30 mins – 1 hours	<30 mins	On time									
1	2	3	4									
8. Did the Contractor arrive with all requested equipment / stores on vessel's arrival.		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
9. Was the local agent reachable by telephone 24 hours per day and seven days per week during the stay of the ship?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
10. Were your requested services/products provided at the time agreed upon with the Contractor?		<table border="1"> <tr> <td>Over 2 Hour</td> <td>30 mins – 2 hours</td> <td><30 mins</td> <td>On time</td> </tr> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> </tr> </table>	Over 2 Hour	30 mins – 2 hours	<30 mins	On time	1	2	3	4	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Over 2 Hour	30 mins – 2 hours	<30 mins	On time									
1	2	3	4									
• 11. Did the Contractor provide you with a LOGREQ Price Estimate update requesting your price approval for any additional Services requested during the port visit?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
• 12. Were there any fuel spills or any other incidents that created environmental stress?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A										
End of Port Visit												
• 13. Did the Contractor present to the Ship at the arranged time ahead of departure?		<table border="1"> <tr> <td>Over 1 Hour</td> <td>30 mins – 1</td> <td><30 mins</td> <td>On time</td> </tr> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> </tr> </table>	Over 1 Hour	30 mins – 1	<30 mins	On time	1	2	3	4	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Over 1 Hour	30 mins – 1	<30 mins	On time									
1	2	3	4									
14. Did the Contractor provide you with all corresponding supporting documentation, invoices, and delivery notes?		<input type="checkbox"/> Yes <input type="checkbox"/> No										

15. Were there any discrepancies within the corresponding supporting documentation, invoices and delivery notes that were not rectified at the time? (If yes, please provide details in the comments box below)	1=1Yes 1=1N 0															
• 16. Did the Contractor provide you with a final port expenses invoice no later than seven days after your	1=1Yes 1=1N															
Communications																
• 17. How would you rate the clarity of communications with the Contractor?	<table><tr><td>Very poor</td><td>Poor</td><td>Good</td><td>Very Good</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>1=1</td><td>1=1</td><td>1=1</td><td>1=1</td></tr></table>				Very poor	Poor	Good	Very Good	1	2	3	4	1=1	1=1	1=1	1=1
Very poor	Poor	Good	Very Good													
1	2	3	4													
1=1	1=1	1=1	1=1													
• 18. Were you able to communicate clearly with service providers / local agent?	1=1Yes 1=1N															
• 19. Were all documents which require a price acceptance, technical acceptance, or represent a financial or legal document that requires a signature (e.g., customs, VAT etc.) provided to you with an English translation? If no, please provide details in the comments box below)	1=1Yes 1=1No 1=1NA															
• 20. Is this a repeat visit to Cyprus?	1=1Yes															
• 21. Do you have any suggestions on how the Service could be improved in Cyprus? If yes, please add comments	1=1Yes 1=1N															
• 22. Did you identify any areas where efficiencies or Value for Money improvements could be made by the Contractor / Navy Command? If yes, please add comments	1=1Yes 1=1N 0															
• 23. Is there any port-specific information which should be included in future pre-deployment briefs? If yes, please add comments below.	1=1Yes 1=1N 0															
Further Comments Box (Please elaborate on any questions from the previous sections)																
Question No.																
Follow Up Remarks: (Global Port Services Team / FLC / Contractor use only)																
Overall Assessment																
24. In consideration of the overall port visit (prior, during, end of visit and communications) how would you rate the Contractor's overall performance. NB: A score of 1 shall be supported with low individual scores above (1, 2, or no).	<table><tr><td>Inadequate</td><td>Improvement Needed</td><td>Good</td><td>Very Good</td></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>1=1</td><td>1=1</td><td>1=1</td><td>1=1</td></tr></table>				Inadequate	Improvement Needed	Good	Very Good	1	2	3	4	1=1	1=1	1=1	1=1
Inadequate	Improvement Needed	Good	Very Good													
1	2	3	4													
1=1	1=1	1=1	1=1													
NPOC's Name (Printed)	NPOC's Signature	Date														

Schedule 12: Benchmarking

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

"Benchmarked Service"	a Service that the Authority elects to include in a Benchmark Review under Paragraph 2.3;
"Benchmarking"	the independent third party appointed under Paragraph 3.1;
"Benchmark Report"	the report produced by the Benchmarking following the Benchmark Review as further described in Paragraph 5;
"Benchmark Review"	a review of one or more of the Services carried out in accordance with Paragraph 4 to determine whether those Services represent Good Value;
"Comparable Service"	in relation to a Benchmarking Service, a service that is identical or materially similar to the Benchmarking Service (including in terms of scope, specification, volume and quality of performance);
"Comparison Group"	in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarking under Paragraph 4.8 which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarking's professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarking, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;
"Equivalent Services Data"	in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8.1 and 4.9 provided that the Benchmarking shall not use any such data that relates to a period which ended more than 36 months prior to the date of the appointment of the Benchmarking;
"Good Value"	in relation to a Benchmarking Service, that: (a) having taken into account the Performance Indicators and Target Performance Levels, the value for money of the Charges attributable to that Benchmarking Service is at least as good as the value for money of the Upper Quartile; and (b) any Performance Indicators and Target Performance Levels applicable to that Benchmarking Service are, having taken into account the Charges, equal to or better than the median service levels for the Comparable Service using Equivalent Services Data; and
"Upper Quartile"	the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service.

2. Frequency, Purpose and Scope of Benchmark Review

2.1 The Authority may, by written notice to the Contractor, require a Benchmark Review of any or all of the Services in order to establish whether a Benchmarking Service is, and/or the Benchmarking Services as a whole are, Good Value.

2.2 The Authority shall not be entitled to carry out a Benchmark Review of any Services as detailed in the Statement of Requirements (Annex A) during the 6 month period from the Contract Award Date nor at intervals of less than 6 months after any previous Benchmark Review relating to the same Services.

2.3 The Authority reserves the right to use the Benchmark Report as guidance for ensuring that value for money is being obtained. The Benchmark Report will form part of the decision making when the Authority is considering whether to exercise its right to extend and/or the level of future demand to be placed through this Contract.

2.4 The Services that are to be the Benchmarked Services shall be identified by the Authority in the notice given under Paragraph 2.1.

2.5 In any event, the Authority will not Benchmark more than 10 requirements during any given Benchmark Review.

3. Appointment of Benchmarkers

3.1 The Authority shall appoint as the Benchmarkers to carry out the Benchmark Review either an organisation on the list of organisations set out in Annex 1 or such other organisation as may be agreed in writing between the Parties.

3.2 The Authority shall, at the written request of the Contractor, require the Benchmarkers to enter into a confidentiality agreement with the Supplier in, or substantially in, the form set out in Annex 2.

3.3 The costs and expenses of the Benchmarkers and the Benchmark Review shall be shared equally between both Parties provided that each Party shall bear its own internal costs of the Benchmark Review. The Benchmarkers shall not be compensated on a contingency fee or incentive basis.

3.4 The Authority shall be entitled to pay the Benchmarkers's costs and expenses in full and to recover the Supplier's share from the Supplier.

4. Benchmark Review

4.1 The Authority shall require the Benchmarkers to produce, and to send to each Party for approval, a draft plan for the Benchmark Review within 10 Working Days after the date of the appointment of the Benchmarkers, or such longer period as the Benchmarkers shall reasonably request in all the circumstances. The plan must include:

4.1.1 a proposed timetable for the Benchmark Review;

4.1.2 a description of the information that the Benchmarkers requires each Party to provide;

4.1.3 a description of the benchmarking methodology to be used;

4.1.4 a description that clearly illustrates that the benchmarking methodology to be used is capable of fulfilling the benchmarking objectives under Paragraph 2.1;

4.1.5 an estimate of the resources required from each Party to underpin the delivery of the plan;

4.1.6 a description of how the Benchmarkers will scope and identify the Comparison Group;

4.1.7 details of any entities which the Benchmarkers proposes to include within the Comparison Group; and

4.1.8 if in the Benchmarker's professional opinion there are no Comparable Services or the number of entities carrying out Comparable Services is insufficient to create a Comparison Group, a detailed approach for meeting the relevant benchmarking objective(s) under Paragraph 2.1 using a proxy for the Comparison Services and/or Comparison Group as applicable.

4.2 The Parties acknowledge that the selection and or use of proxies for the Comparison Group (both in terms of number and identity of entities) and Comparable Services shall be a matter for the Benchmarker's professional judgment.

4.3 Each Party shall give notice in writing to the Benchmarker and to the other Party within 10 Working Days after receiving the draft plan either approving the draft plan or suggesting amendments to that plan which must be reasonable. Where a Party suggests amendments to the draft plan pursuant to this Paragraph 4.3, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan. Paragraph 4.1 and this Paragraph 4.3 shall apply to any amended draft plan. 4.4 Failure by a Party to give notice under Paragraph 4.3 shall be treated as approval of the draft plan by that Party. If the Parties fail to approve the draft plan within 30 Working Days of its first being sent to them pursuant to Paragraph 4.1 then the Benchmarker shall prescribe the plan.

4.5 Once the plan is approved by both Parties or prescribed by the Benchmarker, the Benchmarker shall carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker is provided to the Benchmarker without undue delay. If the Supplier fails to provide any information requested from it by the Benchmarker and described in the plan, such failure shall constitute a material Default for the purposes of Clause 25.1(c) (Rectification Plan Process).

4.6 Each Party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the Services.

4.7 Either Party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.

4.8 Once it has received the information it requires, the Benchmarker shall:

4.8.1 finalise the sample of entities constituting the Comparison Group and collect data relating to Comparable Services. The final selection of the Comparison Group (both in terms of number and identity of entities) and of the Comparable Services shall be a matter for the Benchmarker's professional judgment;

4.8.2 derive the Equivalent Services Data by applying the adjustment factors listed in Paragraph 4.9 and from an analysis of the Comparable Services;

4.8.3 derive the relative value for money of the charges payable for the Comparable Services using the Equivalent Services Data and from that derive the Upper Quartile;

4.8.4 derive the median service levels relating to the Comparable Services using the Equivalent Services Data;

4.8.5 compare the value for money of the Charges attributable to the Benchmarked Services (having regard in particular to the applicable Performance Indicators and Target Performance Levels) to the value for money of the Upper Quartile;

4.8.6 compare the Performance Indicators and Target Performance Levels attributable to the Benchmarked Services (having regard to the Charges and Service Credits) with the median service levels using the Equivalent Services Data; and

4.8.7 determine whether or not each Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.

4.9 The Benchmarker shall have regard to the following matters when performing a comparative assessment of a Benchmarked Service and a Comparable Service in order to derive Equivalent Services Data:

4.9.1 the contractual and business environment under which the Services are being provided (including the scope, scale, complexity and geographical spread of the Services);

4.9.2 any front-end investment and development costs of the Supplier;

4.9.3 the Supplier's risk profile including the financial, performance or liability risks associated with the provision of the Services as a whole;

4.9.4 the extent of the Supplier's management and contract governance responsibilities;

4.9.5 any other reasonable factors demonstrated by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive (such as erroneous costing, non-sustainable behaviour including excessive consumption of energy or over-aggressive pricing).

5. Benchmark Report

5.1 The Benchmarker shall be required to prepare a Benchmark Report and deliver it simultaneously to both Parties, at the time specified in the plan approved under Paragraph 4, setting out its findings. The Benchmark Report shall:

5.1.1 include a finding as to whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;

5.1.2 include other findings (if any) regarding the quality and competitiveness or otherwise of those Services;

5.1.3 if any Benchmarked Service is not Good Value, or the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Charges, Performance Indicators and/or Target Performance Levels, that would be required to make that Benchmarked Service or those Benchmarked Services as a whole Good Value; and

5.1.4 illustrate the method used for any normalisation of the Equivalent Services

Data 5.2 The Benchmarker shall act as an expert and not as an arbitrator.

5.3 If the Benchmark Report states that any Benchmarked Service is not Good Value or that the Benchmarked Services as a whole are not Good Value, then the Supplier shall (subject to Paragraphs 5.5 and 5.6) implement the changes set out in the Benchmark Report as soon as reasonably practicable within timescales agreed with the Authority but in any event within no more than 3 months. Any associated changes to the Charges shall take effect only from the same date and shall not be retrospective.

5.4 The Supplier acknowledges and agrees that Benchmark Reviews shall not result in any increase to the Charges, disapplication of the Performance Indicators or any reduction in the Target Performance Levels.

5.5 The Supplier shall be entitled to reject any Benchmark Report if the Supplier reasonably considers that the Benchmarking has not followed the procedure for the related Benchmark Review as set out in this Schedule in any material respect.

5.6 The Supplier shall not be obliged to implement any Benchmark Report to the extent this would cause the Supplier to provide the Services at a loss (as determined, by reference to the Financial Model), or to the extent the Supplier cannot technically implement the recommended changes.

5.7 In the event of any Dispute arising over whether the Benchmarking has followed the procedure for the related Benchmark Review under Paragraph 5.5 and/or any matter referred to in Paragraph 5.6, the Dispute shall be referred to Expert Determination. For the avoidance of doubt in the event of a Dispute between the Parties, the Authority shall continue to pay the Charges to the Supplier in accordance with the terms of this Contract and the Performance Indicators and Target Performance Levels shall remain unchanged pending the conclusion of the Expert Determination.

5.8 On conclusion of the Expert Determination:

5.8.1 if the Expert determines that all or any part of the Benchmark Report

recommendations regarding any reduction in the Charges shall be implemented by the Supplier, the Supplier shall immediately repay to the Authority the difference between the Charges paid by the Authority up to and including the date of the Expert's determination and the date upon which the recommended reduction in Charges should have originally taken effect pursuant to Paragraph 5.3 together with interest thereon at the applicable rate under the Late Payment Of Commercial Debts (Interest) Act 1998; and

5.8.2 if the Expert determines that all or any part of the Benchmark Report recommendations regarding any changes to the Performance Indicators and/or Target Performance Levels shall be implemented by the Supplier:

(a) the Supplier shall immediately implement the relevant changes;

(b) the Supplier shall immediately pay an amount equal to any Service Credits which would have accrued up to and including the date of the Expert's determination if the relevant changes had taken effect on the date determined pursuant to Paragraph 5.3 together with interest thereon at the applicable rate under the Late Payment Of Commercial Debts (Interest) Act 1998; and

(c) the relevant changes shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Contract.

5.9 Any failure by the Supplier to implement the changes as set out in the Benchmark Report in accordance with the relevant timescales determined in accordance with Paragraph 5.3 (unless the provisions of Paragraph 5.6 and/or Paragraph 5.7 apply) or in accordance with Paragraph 5.8 shall, without prejudice to any other rights or remedies of the Authority, constitute a Supplier Termination Event.

Annex 1: Approved Benchmarkers

Company Name	Contact
International Port Consultants	info@ipc-portconsultants.com

The Authority reserves the right to select benchmarking companies at its discretion to perform any assessments as outlined in the contract. The specific benchmarking companies utilised may change over time and are not subject to prior approval or contract amendment.

For transparency, the Authority will ensure that all selected benchmarking providers meet industry standards for reliability and impartiality.

Annex 2: Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date]

BETWEEN:

1. [insert name] of [insert address] (the “Supplier”); and
2. [insert name] of [insert address] (the “Benchmarker” and together with the Supplier, the “Parties”).

WHEREAS:

(A) [insert name of Authority] (the “Authority”) and the Supplier are party to a contract dated [insert date] (the “Contract”) for the provision by the Supplier of [insert brief description of services] to the Authority.

(B) The Benchmarker is to receive Confidential Information from the Supplier for the purpose of carrying out a benchmarking review for the Authority of one or more of such services pursuant to the terms of the Contract (the “Permitted Purpose”).

IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information” means:	<p>(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Supplier to the Benchmarker pursuant to this Agreement that relates to:</p> <p style="padding-left: 40px;">(i) the Supplier; or</p> <p style="padding-left: 40px;">(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;</p> <p>(b) other Information provided by the Supplier pursuant to this Agreement to the Benchmarker that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Benchmarker’s attention or into the Benchmarker’s possession in connection with the Permitted Purpose;</p> <p>(c) discussions, negotiations, and correspondence between the Supplier or any of its directors, officers, employees, consultants or professional advisers and the Benchmarker or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom; and</p>
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	<p>(d) Information derived from any of the above, but not including any Information that: (e) was in the possession of the Benchmarkers without obligation of confidentiality prior to its disclosure by the Supplier;</p> <p>(f) the Benchmarkers obtained on a non-confidential basis from a third party who is not, to the Benchmarkers' knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Benchmarkers;</p> <p>(g) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or</p> <p>(h) was independently developed without access to the Confidential Information;</p>
"Information"	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and
"Permitted Purpose"	has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

1.2.1 a reference to any gender includes a reference to other genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 the words "include" and cognate expressions shall be construed as if they were immediately followed by the words "without limitation";

1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

1.2.6 references to Clauses are to clauses of this Agreement.

2. Confidentiality Obligations

2.1 In consideration of the Supplier providing Confidential Information to the Benchmarkers, the Benchmarkers shall:

2.1.1 treat all Confidential Information as secret and confidential;

2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or, if relevant, other owner or except as expressly set out in this Agreement;

2.1.4 not transfer any of the Confidential Information outside the United Kingdom;

2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;

2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and

2.1.7 once the Permitted Purpose has been fulfilled:

(a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;

(b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Benchmarker) from any computer, word processor, voicemail system or any other device; and

(c) make no further use of any Confidential Information.

3. Permitted Disclosures

3.1 The Benchmarker may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

3.1.1 reasonably need to receive the Confidential Information in connection with the Permitted Purpose; and

3.1.2 have been informed by the Benchmarker of the confidential nature of the Confidential Information; and

3.1.3 have agreed to terms similar to those in this Agreement.

3.2 The Benchmarker shall be entitled to disclose Confidential Information to the Authority for the Permitted Purpose and to any Expert appointed in relation to a Dispute as referred to in Paragraph 5.7 of this Schedule 17 (Benchmarking) to the Contract.

3.3 The Benchmarker shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Benchmarker. 3.4 Before making a disclosure pursuant to Clause 3.3, the Benchmarker shall, if the circumstances permit:

3.4.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

3.4.2 ask the court or other public body to treat the Confidential Information as confidential.

4. General

4.1 The Benchmarker acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

4.2.1 to grant the Benchmarker any licence or rights other than as may be expressly stated in this Agreement;

4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.

4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Benchmarker acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Benchmarker of any of the provisions of this Agreement. Accordingly, the Benchmarker acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

4.5 The maximum liability of the Benchmarker to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).

4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. Notices

5.1 Any notice to be given under this Agreement (each a "Notice") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. "The Finance Director"]

5.2.2 if to be given to the Benchmarkers shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6. Governing law

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature: _____ Date:

Name: Position:

Schedule 13 – Required Insurances

Policies of insurance to be taken out and maintained by the Contractor and/or relevant sub-contractor and/or where the Contractor procures the taking out and maintenance of the policy of insurance.

1. Definitions

1.1. As defined in Schedule 1 (Definitions).

2. General Third Party Public and Products Liability Insurance

2.1 Interest

To indemnify the insured in respect of all sums which the insured shall become legally liable to pay, whether contractually or otherwise as damages, including claimant's costs and expenses, in respect of accidental:

- death or bodily injury to or sickness, illness or disease contracted by any person
- loss of or damage to property

happening during the Period of Insurance and arising out of or in connection with the Contract and the provision of the Services not otherwise insured under a more specific marine insurance.

2.2 Limit of Indemnity

Not less than ten million pounds (£10,000,000) or local currency equivalent in respect of any one occurrence, the number of occurrences being unlimited, but ten million pounds (£10,000,000) or local currency equivalent in respect of any one occurrence and in the aggregate per annum in respect of products and pollution liability.

2.3 Territorial Limits

Cyprus

2.4 Period of Insurance

From the Service Commencement Date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

3. Professional Indemnity Insurance

3.1 Interest

To indemnify the insured for all sums which the insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the insured during the period of insurance by reason of any negligent act, error and/or omission arising from or in connection with the advice, design, specification or professional services in connection with this Contract.

3.2 Limit of indemnity

Not less than two million pounds (£2,000,000) or local currency equivalent in respect of any one claim and in the aggregate per annum including legal defence costs.

3.3 Territorial limits

Cyprus

3.4 Period of insurance

From the Services Commencement Date of this Contract and renewable on an annual basis unless agreed otherwise (a) throughout the duration of the Contract or until earlier termination of this Contract and (b) for a period of two (2) years thereafter.

4. Hull Insurance

4.1 Interest

Any vessel and/or craft used for or in connection with the Contract which is the property of the Contractor or for which the Contractor may be responsible.

4.2 Coverage

- London Institute Hull Clauses including Collision (unless 4/4ths provided within Protection & Indemnity insurance)
- London Institute Additional Perils Clause
- London Institute War and Strikes Clauses

or their equivalent.

4.3 Sum Insured

Applicable hull values relative to the vessel(s) utilised in connection with the Contract

4.4 Territorial Limits

Cyprus subject to any applicable standard London Institute Trading Warranties or their equivalent.

4.5 Period of Insurance

From the Service Commencement Date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

5. Protection and Indemnity Insurance

5.1 Insured Property

Any vessels and/or craft used for or in connection with the Contract for which the insured may be responsible.

5.2 Interest

Legal liability of the insured (including claimants' costs and expenses) in respect of:

- death or bodily injury to or sickness of any person;
- loss or damage to property including cargo;
- removal of wreck;
- pollution
- collision and towers liabilities

arising out of the ownership or operation of vessels and/or craft used for or in connection with this Contract happening during the period of insurance.

5.3 Limit of Indemnity

Not less than [*tenderer to confirm relative to its project/vessel solution and PI Club entry*] in respect of any one occurrence, the number of occurrences being unlimited.

5.4 Territorial Limits

Cyprus subject to any applicable standard London Institute Trading Warranties or their equivalent.

5.1 Period of Insurance

From the Service Commencement Date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

6. Charterers Liability Insurance

6.1 Insured Property

Any vessels and/or craft which are hired or chartered by the Contractor and used for or in connection with the Contract for which the Contractor may be responsible.

6.2 Interest

Legal liability of the insured (including claimants' costs and expenses) in respect of:

- death or bodily injury to or sickness of any person;
- loss or damage to property including cargo;
- removal of wreck;
- pollution;
- collision and towers liabilities

arising out of the ownership or operation of vessels and/or craft used for or in connection with this Contract happening during the period of insurance.

6.3 Limit of Indemnity

Not less than fifty million dollars (USD 50,000,000) in respect of any one occurrence, the number of occurrences being unlimited.

6.4 Territorial Limits

Cyprus subject to any applicable standard London Institute Trading Warranties or their equivalent.

6.5 Period of Insurance

From the Service Commencement Date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

7. Cargo Insurance

7.1 Insured Property

Any property, equipment or other cargos including specie, cash and others that are in the care, custody or control or are otherwise the responsibility of the Contractor in connection with the Contract.

7.2 Interest

All risks of physical loss or damage to any such cargo including third party liabilities as a result thereof.

7.3 Coverage

London Institute Cargo Clauses (A) including Institute War and Strikes Clauses or their equivalent

7.4 Limit of Indemnity

Not less than one million pounds (£1,000,000) in respect of any one transit/conveyance unless specified by the Authority.

7.5 Territorial Limits

Cyprus subject to any applicable standard London Institute Trading Warranties or their equivalent.

7.6 Period of Insurance

From the Service Commencement Date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

8. Marine Third-Party Liability Insurance

8.1 Interest

Legal liability of the insured to pay damages (including claimants' costs and expenses) in respect of:

- death or bodily injury to or sickness, illness or disease contracted by any person;
- of or damage to property (including third party property in the care, custody and control of the insured);

happening during the period of insurance and arising out of or in connection with the Contract and provision of port agency services.

8.2 Limit of Indemnity

Not less than ten million pounds (£10,000,000) or local currency equivalent in respect of any one occurrence or series of occurrences arising out of one event, the number of occurrences being unlimited but ten million pounds (£10,000,000) or local currency equivalent for any one occurrence and in the aggregate per annum in respect of pollution liability.

8.3 Territorial Limits

Cyprus.

8.4 Period of Insurance

From the Commencement Date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

9. Statutory Insurances

The Contractor is required to comply with all statutory or regulatory requirements relevant to territories or countries in which the Contractor is operating in respect of the Contract.

Signatures

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

For and on behalf of the Contractor:

Name and Title	Redacted under FOIA Section 40, Personal Information
Signature	Redacted under FOIA Section 40, Personal Information
Date	4 November 2024

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

Name and Title	Redacted under FOIA Section 40, Personal Information
Signature	Redacted under FOIA Section 40, Personal Information
Date	7 November 2024