



Contract
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**13 November 2023 – 13
November 2024**

**Between the Secretary of State for Defence
of the United Kingdom of Great Britain and
Northern Ireland (“The Authority”)**

**And
RMS Ltd**

(“The Contractor”)

Team Name and Address:

Commercial X

4 Deck, NCHQ

Leach Building

Whale Island

Portsmouth

PO2 8BY

Contractor Address:

No. 42 Goldcrest Close

Colchester,

Essex,

CO4 3FN

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Contents

Standardised Contracting Terms	17
DEFCON 503 (SC1).....	51
DEFCON 531 (SC1).....	51
DEFCON 534.....	51
DEFCON 537.....	51
DEFCON 538.....	51
DEFCON 566.....	51
General Conditions	52
Third Party IPR Authorisation	52
Offer and Acceptance	53
Intellectual Property Rights	55
Payment Terms	56
Special Indemnity Conditions	57
Offer and Acceptance	59
SC1B Schedules	61
Schedule 1 - Additional Definitions of Contract.....	62
Schedule 2 - Schedule of Requirements	62
SC1B - Schedule 3 - Contract Data Sheet	63
Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5).....	69
Schedule 5 - Notification of IPR restrictions (IAW Clause 7).....	71
DEFFORM 711	71
DEFFORM 111	71
Deliverables.....	83
Deliverables Note.....	83
Negotiation Deliverables	83
Supplier Contractual Deliverables.....	83
Buyer Contractual Deliverables	83

DEFCON 076 (SC1).....	84
DEFCON 113.....	84
DEFCON 129J (SC1)	84
DEFCON 532A.....	84
DEFCON 624 (SC1).....	84
DEFCON 658 (SC1).....	84
DEFCON 658 - Cyber Risk Profile - Very Low.....	84
DEFCON 524A (SC1)	84
DEFCON 532A (SC1)	84
Quality Assurance Conditions	84
No Specific QMS.....	84

Terms and Conditions

Standardised Contracting Terms

(Edn10/22)

1 Definitions - In the Contract:

Articles means, in relation to Clause 9 and Schedule 3 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;

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in 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;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

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;

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, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Mixture means a mixture or solution composed of two or more substances;

Notices means all notices, orders, or other forms of communication required to be given in writing under

or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

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;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Sensitive Information means the information listed as such in Schedule 4, being 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;

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;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this 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 Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

Option Notice has the meaning given in Clause A-Schedule 2;

Option means the Option set out in Clause A-Schedule 2;

Firm Price means a price which is not subject to variation;

Optional Cameras means the cameras- subject to an Option which may be more than one (1) but may not exceed eight (8);

2 General

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

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

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

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not

be construed as a waiver of its rights under the Contract.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

a. Notwithstanding an other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency 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 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 in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency 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, in accordance with the principles set out above. 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 FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
- (2) taking into account the Sensitive Information set out in Schedule 4, 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.

6 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 the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (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.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

c. 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

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, 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 5 (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;

e. 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 5.

f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
- (3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Substances, Mixtures and Articles in Contractor Deliverables

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
- (2) 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);

(3) 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

(4) 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 supplier, 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 9.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 Schedule 3; and

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

d. 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.

e. 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 on DEFFORM 68 of:

(1) activity; and

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

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. 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 Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (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 18.

h. 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.

10 Delivery / Collection

a. The Contract 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. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same

period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 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 DEFCON 609 (SC1) 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 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier onboarding) 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 15a, 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 15b 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 15c after a

reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

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

16 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 16.a the dispute shall be referred to arbitration and 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 it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or 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;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. 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 committing the prohibited act;

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

c. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Material Breach

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. Where the Authority has terminated the Contract under Clause 18 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.

19 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

20 Limitation of Contractor's Liability

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;

- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21 The project specific DEFCONs and SC variants that apply to this Contract

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments to the Contract

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

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

DEFCON 537 (Edn 12/21) - Rights of Third Parties

DEFCON 538 (Edn 06/02) - Severability

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

General Conditions

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

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

Intellectual Property Rights

DEFCON 632 (Edn 11/21) - Third Party Intellectual Property Rights and Restrictions

Payment Terms

N/A – see Pricing and Payment

Special Indemnity Conditions

22 The special conditions that apply to this Contract are

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
 - b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

23 The processes that apply to this Contract are:

Offer and Acceptance

Contract Motion Camera Amplification (MA) for the Supply / Provision of RDI Technologies IRIS MTM Motion Amplification Camera plus training.

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

For and on behalf of the Contractor:

Name and Title	
Signature	
Date	27 TH October 2023

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

Name and Title	
Signature	
Date	03/11/2023

SC1B Schedules

Schedule 2 - Schedule of Requirements for Contract No: 709320450

The Contract shall provide the deliverables set out in the following table and the Statement of Requirements in Annex 1 Schedule 2 and Clause A for Additional 8 units (Option)

Contractor Deliverables									
Item No	MOD Stock Ref. No	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM9 6)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	N/A	N/A	IRIS M™ Rugged Acquisition System: Ruggedized Notebook with Acquisition Software (Intel Core i7, 14" FHD outdoor viewable screen, 32GB RAM, 1TB SSD, WIN10 Pro, sealed keyboard, dual hot-swappable batteries, 3 YR Warranty) Industrial Grade Camera, USB 3.1 Streaming, CMOS Sensor, 2.3 megapixels, 120 fps at high resolution to 1300 FPS at reduced resolution, professional tripod, 5 lenses, vibration pads, and carrying case. 2 off LED Lenzer Lights						
2	N/A	N/A	M A Certificated Training: 3 day classroom / onsite practical MA training including certification exam. Training Location: onsite. Includes						

			Hotels / Travel /Mobilization / Min Course 3 people	
3	N/A	N/A	Accessories Kit: Laptop Stand, Large industrial waterproof transport case, USB3 Cable, isolation pads, magnetic targets, and adhesive targets. 2 LED Portable Lenser Lights	
4	N/A	N/A	Laser Tac Industrial grade digital, battery-powered portable optical tachometer, which operates up to 25 feet (8 meters) from a reflective target using a Class 2 laser light source; synchronizes with the Iris M (R) by directly connecting via a custom 20 foot cable.	
5	N/A	N/A	Articulating mount - 11" adjustable robust articulating friction mount with small jaw clamp. 6.61lb capacity.	
6	N/A	N/A	Impact Super Clamp - Jaw clamp (0.5-2.1in / 1.3-5.3 cm) with ratchet handle - 33lb/15kg load capacity, includes 5/8" stud and wedge	
			Shipping	
				Total Price
				87,945.60

Annex 1 to Schedule 2 – Statement of Requirements for Contract No: 709320450

STATEMENT OF REQUIREMENT (SOR)

TASK NAME: Motion Amplification Camera (MA Camera)

Statement of Work

To purchase two MA Camera systems and training for two sets of two users, total four users. The systems will be used by the teams for evaluation of the long-term use across the RN fleet, with consideration to use across the wider defence enterprise, RN (surface, submarine, and FAA), RAF and Army. Longer Term, following successful evaluation.

Clause A to Schedule 2 –Option additional 8 units for Contract No: 709320450

TASK NAME: Motion Amplification Camera (MA Camera) - Additional 8 units (Option)


- 1 In consideration of the Authority agreeing to enter into the Contract, the Contractor hereby grants to the Authority the Option on and subject to the provisions of this **Clause A (Option)**.
- 2 If the Authority elects to exercise the Option, the provisions of this **Clause A (Option)** shall apply and the Parties agree that:
 - 2.1 the Authority may exercise the Option more than once provided that the total number of Optional Cameras acquired by the Authority from the Contractor does not exceed eight (8); and
 - 2.2 if the Option is exercised:
 - 2.2.1 the Firm Price payable for the Option set out in **Schedule 2 – Contractor Deliverables** is a Firm Price, and the Parties agree that such Firm Price can only be increased or decreased in the event that there is a material change to the scope of work which relates to such Firm Price; and
 - 2.2.2 the Option, if exercised, will contain commercial provisions acceptable to the Authority, including provisions regulating the transfer of title to the Authority in any goods and/or materials to be procured by and supplied to the Contractor.
- 3 If the Authority elects to exercise the Option, the Authority shall issue a notice to the Contractor confirming that it is considering exercising the Option ("**Option Notice**").
- 4 The Option Notice shall include:
 - 4.1 The number of Option Camera(s) as set out in **Schedule 2 – Contractor Deliverables**;
 - 4.2 the required date for delivery of the Option Camera(s); and

- 4.3 any consequential amendments to the Contract that are deemed necessary by the Authority as a result of exercising the Option.
- 5 Within ten (10) Working Days (or such other period as the Parties may agree) from the date of receipt of the Option Notice from the Authority in accordance with **Clause A/Paragraph 2**, the Contractor shall calculate (in accordance with **Clause A/Paragraph 6**, and notify the Authority's Representative in accordance with the timetable in the Option Notice or any agreed revised timetable and with the requirements specified in the Option Notice, which shall include (together with all supporting detail as is deemed necessary by the Authority):
- 5.1 that the Firm Price is confirmed (there being no material changes to the scope of works), together with confirmation that the Contractor has complied with the DRA and SSCRs in calculating such Firm Price; or
- 5.2 of any proposed adjustment to the Firm Price as the result of identified changes to the scope of works resulting in a proposed Firm Price (which is different the Contractor's proposed timeline for delivery of the Optional Camera(s), together with confirmation that the Contractor has complied with the DRA and SSCRs in calculating such Firm Price;
- 5.3 of any impact on the Contractor Deliverables;
- 5.4 of any other proposed contractual or other changes that the Contractor considers are necessary to enable the Option to form part of this Contract; and
- 5.5 of any other information which the Contractor considers is relevant relating to the Option.
- 6 In calculating the Firm Price in **Clause A/Paragraph 5.1** above or the proposed Firm Price in **Clause A/Paragraph 5.2** above, the Contractor shall:
- 6.1 apply the same logic and approach as used to calculate the Contract Price, such logic and approach being adjusted only to the extent necessary to take account of any changes as agreed by the Parties and to ensure the Firm Price or the proposed Firm Price (as the case may be) is fully compliant with the DRA and the SSCRs;
- 6.2 work with the Authority's Representative to seek to agree the proposed Firm Price and

any consequential adjustment to the Contract respectively; and

- 6.3 act reasonably and in good faith to ensure that such proposed Firm Price is fair and reasonable.
- 7 If the Authority's Representative does not accept the proposed Firm Price and/or any proposed contractual or other changes to the Contract, the Authority's Representative shall give details of the reasons as to why it does not accept such proposed Firm Price and/or such proposed changes and the Authority's Representative may request that the Contractor:
- 7.1 provides such further information as the Authority's Representative may require to verify such proposed Firm Price and/or such proposed changes; and/or
- 7.2 carries out a further calculation of such proposed Firm Price and/or the revisions to such proposed changes and provides details of such calculation and/or revisions to the Authority's Representative; and/or
- 7.3 consider revising the proposal in accordance with Authority feedback and resubmitting it to the Authority,
- in each case within a time period specified by the Authority's Representative (acting reasonably) in notice in writing to the Contractor.
- 8 If the proposal is approved by the Authority, it shall be incorporated into this Contract in accordance with DEFCON 503.
- 9 In the event of a Dispute in relation to the Option, the Parties shall resolve any disagreements in accordance with Clause 16 (*Dispute Resolution*).
- 10 Upon resolution of the disagreement in accordance with **Clause A/Paragraph 9**, the Contractor shall produce a revised proposal reflecting the outcome of such resolution, and such revised proposal shall be incorporated into this Contract in accordance with DEFCON 503.
- 11 Following the exercise of the Option pursuant to this **Clause A (Option)**, any rights and obligations of the Parties existing under this Contract prior to the exercise of the Option shall continue to apply.

Schedule 3 – Contract Data Sheet for Contract No: 709320450

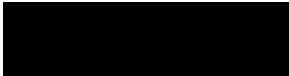
Contract Period	Effective date of Contract 13 th November 2023 The Contract expiry date shall be 13 th November 2024
Clause 6 - Notices	Notices served under the Contract can be transmitted by electronic mail _____ Notices served under the Contract shall be sent to the following address: Authority: (as per Annex A to Schedule 3 (DEFFORM 111)) Contractor: 
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	Is a Deliverable Quality Plan required for this Contract? No Other Quality Requirements:

<p>Clause 9 – Supply of Data for Hazardous Substance, Articles and Materials in Contractor Materials</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>by the following date:</p> <p>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.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS)</p> <p>Spruce 2C, #1260</p> <p>MOD Abbey Wood (South)</p> <p>Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor: Yes</p> <p>Special Instructions: to be agreed by both parties</p>

	<p>Collected by the Authority: No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p> <p>Not required</p>

Schedule 4

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: 709320450
Description of Contractor's Sensitive Information: The Contractor has confirmed that the complete Price breakdown should not be disclosed and must be redacted from the final published contract in the public domain.
Cross Reference(s) to location of Sensitive Information: Schedule 2 - Schedule of Requirements for Contract No: 709320450 and Quotation for Contract No: 709320450
Explanation of Sensitivity: Discount agreed on order book pricing.
Details of potential harm resulting from disclosure: Harm resulting from disclosing the Supplier's complete Price breakdown.
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name:  Position: Managing Director Address: No. 42 Goldcrest Close, Colchester, Essex, CO4 3FN

Telephone Number:



Email Address:



Schedule 5 - Notification of IPR restrictions (IAW Clause 7)

DEFFORM 711 (Edn 11/22)

Ministry of Defence

DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

DEFFORM 711 - PART A – Notification of IPR Restrictions

1, ITT/Contract Number				
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	S101	S01	Contract is for supply of test and measuring equipment. No new IP being generated. equipment	RDI Technologies
2				
3				
4				

5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

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

Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to

	<p>quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.</p> <p>NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.</p>
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the

previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFORM 711 on the Commercial Toolkit http://aof.uwh.dii.f.r.mil.uk/aofcontent/tactical/toolkit/downloads/deforms/word/711_0422.doc contains a theoretical pictorial example but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.

Appendix - Addresses and Other Information

DEFFORM 111 (Edn 10/22) Appendix - Addresses and Other Information	
<p>1. Commercial Officer</p> <p>Name: [REDACTED]</p> <p>Address: Ministry of Defence, Zone D, Ground Floor, Ministry of Defence Main Building, Whitehall, London, SW1A 2 EU</p> <p>Email: [REDACTED]</p>	<p>8. Public Accounting Authority</p> <p>1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (44 (0) 161 233 5397</p> <p>2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (44 (0) 161 233 5394</p>
<p>2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)</p> <p>Name: [REDACTED]</p> <p>Address Navy Command Headquarters, Leach Building, Whale Island, Portsmouth, PO2 8BY</p> <p>Email: [REDACTED]</p>	<p>9. Consignment Instructions</p> <p>The items are to be consigned as follows:</p> <p>Where instructions are required, please contact the Project Team in Box 2)</p>

<p>3. Packaging Design Authority</p> <p>Organisation & point of contact:</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p>	<p>10. Transport. The appropriate Ministry of Defence Transport Offices are:</p> <p>A. <u>DSCOM</u>, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS (030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS (030 679 81113 / 81114 Fax 0117 913 8943 <u>Surface Freight Centre</u> IMPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946 B. <u>JSCS</u></p> <p>JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.</p>
<p>4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:</p> <p>Tel No:</p> <p>(b) U.I.N.</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p>	<p>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-ofdefence/about/procurement</p>
<p>5. Drawings/Specifications are available from</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p>	<p>12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: LeidosFormsPublications@teamleidos.mod.uk</p>
<p>6. INTENTIONALLY BLANK</p>	

7. Quality Assurance Representative:

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

AQAPS and **DEF STANs** are available from UK Defence

Standardization, for access to the 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].

*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 Internet site requests should be submitted through the Commercial Officer named in Section 1.

Deliverables

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

All Negotiation Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization

DEFCON 532A (SC1) (Edn. 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

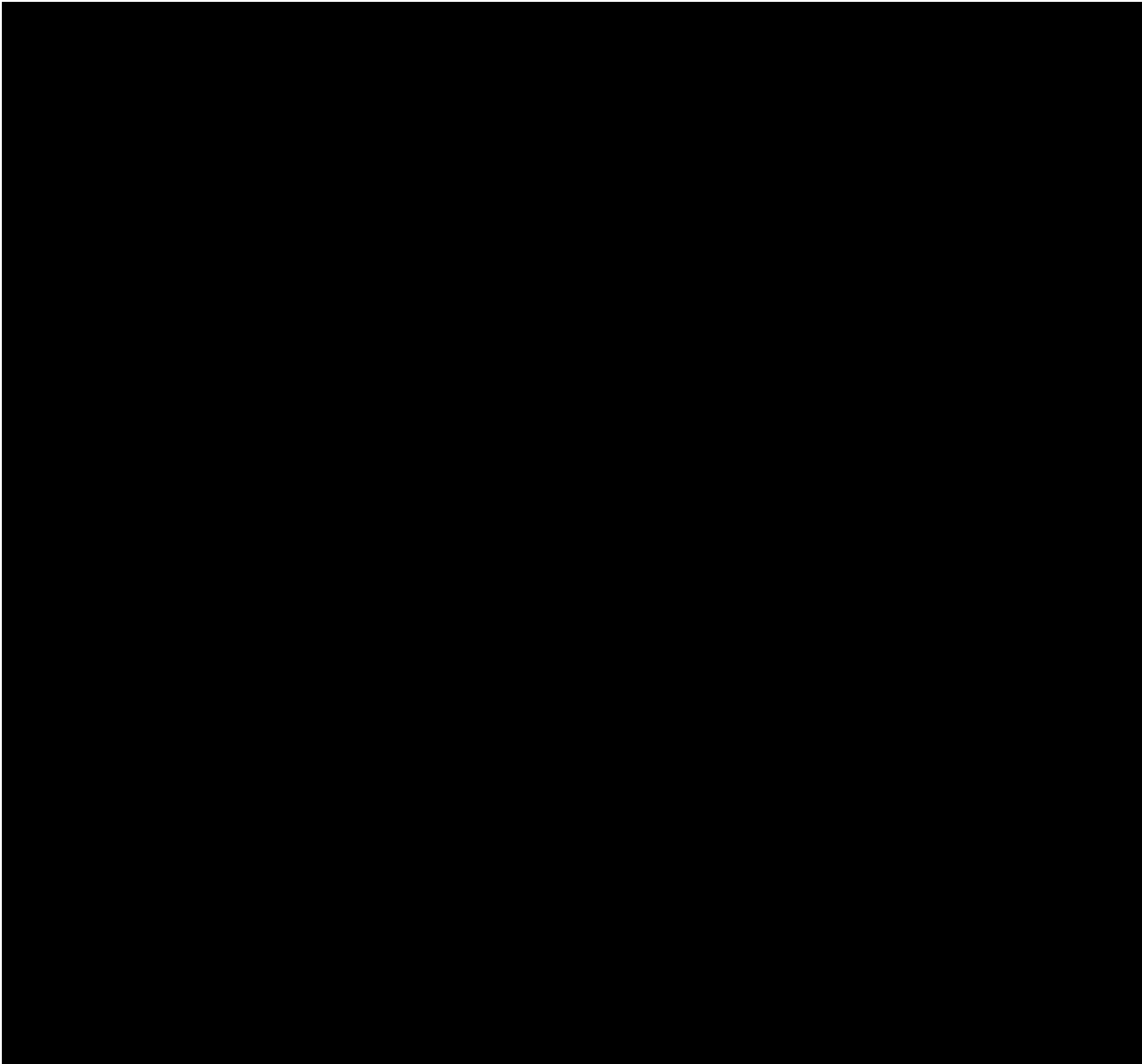
Quality Assurance Conditions

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.



RFQ – 709320450

**Supply of Motion Amplification Systems to
MOD**



Import Duty



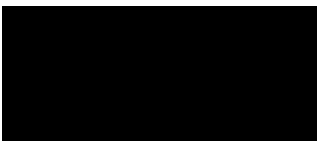
Reliability Maintenance Solutions Ltd has an account with DHL shipping Goods are shipped from RDI Technologies in the USA, Knoxville and import duties are paid within this account via DHL on import into UK

Shipping code for MA camera system 8471300000

Motion Amplification Training

It is recommended that the Motion Amplifications units are not used by the MOD until the 3 day certified training is complete by the initial 4 students for the 2 camera systems.

RMS will need to be in touch with the end users to arrange this training promptly after the initial 2 systems are purchased.



Managing Director

27th Oct 2023