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of Defence

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DES SACC-Comrc12a

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Your Reference :

Our Reference :
SACC/00045

19 October 2017

Dear Sirs

Offer of Contract for the Provision of Technical Support to the UK Link 16 Frequency Clearance Agreement

Reference No. SACC/00045

1. You are hereby informed of the Department's requirement and you are invited to accept the Offer of Contract, detailed in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the contract terms and conditions which will take effect on acceptance by you of the Department's Offer.
2. If you wish to accept this Offer, please complete and sign both copies of the DEFFORM 10 returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Department's Offer must be unqualified. If you do not accept the Department's Offer within the period specified, then the Department's Offer will lapse.
3. No contract will come into existence until you have accepted the Department's Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Department shall not be responsible in any way whatsoever for any :
 - a. work undertaken by you; or
 - b. costs incurred by you.
4. When you have accepted the Department's Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.
5. The Authority may publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Department of your acceptance, and / or ahead of the Department's announcement of the Contract award.

8. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Department of any estimated or suggested price or of any condition of contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours faithfully

[Redacted]
Commercial Officer



DE&S

Contract Number :
SACC/00045

Description:
Technical Support to the UK Link 16 Frequency Clearance Agreement

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The Schedules that apply to this Contract are:

Schedule 1	Definitions of Contract
Schedule 2	Schedule of Requirements
	Annex A to Schedule 2 – Not used
Schedule 3	Contract Data Sheet
	Annex A to Schedule 3 – DEFFORM 111 – Addresses and Other Information
Schedule 4	Contract Change Process Procedure (i.a.w. clause A2.b)
Schedule 5	Specification (Statement of Work)
Schedule 6	Contractor's Commercially Sensitive Information Form
Schedule 7	Key Performance Indicators (KPIs)
	Annex A to Schedule 7
Schedule 8	Payment Plan
Schedule 9	Tasking Authorisation Form
	Annex A to TAF – Register of Approved Tasks
Schedule 10	Rates
Schedule 11	Government Furnished Equipment/Information (GFA)
Schedule 12	Security Aspects Letter

A GENERAL CONTRACT PROVISIONS**A1. Interpretation**

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. 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 their 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 terms of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

A2. Amendments to Contract

- a. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not Minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Change Process) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

A3. Variations to Specification

- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition A2 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.
- b. Any variations that cause a change to:

- (1) fit, form, function or characteristics of the Contractor Deliverables;
- (2) the cost;
- (3) Delivery Dates;
- (4) the period required for the production or completion; or
- (5) other work caused by the alteration.

shall be the subject to condition A2 (Amendments to Contract). Each amendment under condition A2 shall be classed as a formal change.

A4. 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) Sections A - H (and J - L, if sections J - L are included in this 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, where included, Schedule entitled "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 A4.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 A4.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 A21 (Dispute Resolution).

A5. Severability

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

- a. 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
- b. 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.

A6. 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.

A7. 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.

A8. 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.

A9. Governing Law

- a. Subject to clause A9.b, 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 A9.b and condition A21 (Dispute Resolution) 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 A9.a and for enforcement of any judgement, order or award given under English jurisdiction.

- b. If the Parties agree pursuant to the Contract that Scots Law should apply, then the following amendments shall apply to the Contract:

- (1) Clause A9.a shall be amended to read:

“The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Scots Law, and subject to condition A21 (Dispute Resolution) and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the Scottish courts. Other jurisdictions may apply solely for the purpose of giving effect to this clause A9.a and for enforcement of any judgement, order or award given under Scottish jurisdiction”;

- (2) Clause A21.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the purposes of the arbitration, for the avoidance of doubt, 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.”

- c. Where the Contractor is an Overseas Contractor, any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all foreign jurisdictions. However, a foreign jurisdiction may apply solely for the purposes of giving full effect to this condition A9 and for the enforcement of any judgement order or award given under the English jurisdiction. Each Party irrevocably submits to the jurisdiction provided for under this condition.

- d. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, 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.

- e. The provisions of this condition A9 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable between the Parties notwithstanding such a termination.

- f. Where the Contractor is an Overseas Contractor it irrevocably appoints the solicitors or other persons detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of

all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

A10. 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.

A11. Disclosure of Information

a. Subject to clauses A11.d, A11.e, A11.h and A14 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 its 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 its employees are aware of the Contractor's arrangements for discharging the obligations at clauses A11.a and A11.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses A11.a and A11.b shall not apply to any Information to the extent that either Party:

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

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

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

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

f. The Authority may disclose the Information:

(1) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;

(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) 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 this Contract;

(5) 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. Before sharing any Information in accordance with sub-clause A11.f above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.

h. 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 its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

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

A12. 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.

A13. Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

A14. Transparency

- a. Subject to clause A14.b but notwithstanding condition A11, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with clause A14.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 6 (Contractor's Commercially Sensitive Information).
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A14.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this condition A14 shall affect the Contractor's rights at law.

A15. Equality

- a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.
- b. Without prejudice to the generality of the obligation in clause A15.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent Legislation in the country where the Contract is being performed.
- c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this condition A15 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.
- d. The Contractor agrees to take reasonable efforts to reflect this condition A15 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this condition A15 in their subcontracts that they enter into to satisfy the requirements of the Contract.

A16. Child Labour and Employment Law

- a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.

- b. The Contractor agrees to use reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

A17. Subcontracting

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any obligation, duty or liability attributable to the Contractor under the Contract.
- b. The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any subcontracts for any part of the Contractor Deliverables.
- c. In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include:
- (1) a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor's compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and
 - (2) a term which requires payment to be made to the Subcontractor within a specified period not exceeding thirty (30) calendar days from receipt of a valid and undisputed invoice as defined by the subcontract requirements.
- d. Where the Contractor places any subcontract with a value of more than £50,000 in connection with this Contract, it shall ensure that it has the right to terminate that subcontract for convenience giving twenty (20) Business Days' notice (or such other notice period as the Authority shall give under this Contract).
- e. When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, Tottington, Lancashire BL8 3DX (Telephone: 01204 880733) or <http://business.base-uk.org/procurement>.
- f. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, the Contractor shall use reasonable endeavours to incorporate in each subcontract the terms set out in Schedule 5 to this Contract. Where it is not practicable to include the terms set out in Schedule 5, the Contractor shall report that fact and the circumstances to the Authority.

A18. Change of Control of Contractor

- a. The Contractor shall inform the Mergers & Acquisitions section, Supplier Relations Team, Poplar Level 1 # 2119, MOD Abbey Wood South, Bristol BS34 8JH as soon as practicable of any intended, planned or actual change of Control. 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 change of Control of the Contractor in the UK or other jurisdictions. The Authority's Representative shall consider the potential change of Control and advise the Contractor in writing of any concerns that the Authority may have.
- b. Each notice of change of Control shall be taken to apply to all contracts with the Authority.
- c. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified or becoming aware that the Contractor has undergone a change of Control where the Contractor has failed to address the Authority's

concerns to the Authority's satisfaction in accordance with clause A18.a, or has failed to supply or withheld the Information required under clause A18.a.

d. If the Authority exercises its right to terminate in accordance with clause F1.a.(4) the Contractor shall be entitled to request the Authority to consider making a payment to represent any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any request for payment under this clause A18.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

A19. Termination for Insolvency or 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:

Insolvency

a. where the Contractor is an individual:

- (1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the "IA 86") or the court making an interim order pursuant to Section 253 of the IA 86;
- (2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;
- (3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the "DAAS Act") is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;
- (4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;
- (5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;
- (6) where the Contractor is either unable to pay its 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 its debts if:
 - (a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy (Scotland) Act 1985 within twenty-one (21) Business Days of service of the statutory demand on it;
 - (b) an execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;
 - (c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) Business Days of service; or

(d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(7) any analogous procedure or step is taken in any jurisdiction.

b. where the Contractor is a firm:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) any event listed in clause A19.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor;

(4) any event listed in clause A19.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(5) an event listed in clause A19.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(6) any event listed in this clause A19.b occurs in respect of any partner of the Contractor which is itself a firm in connection with a liability or debt of the Contractor;

(7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(10) where the Contractor is either unable to pay its 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 its debts if:

(a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(b) it is unable to pay its debts in terms of section 221 of IA 86; or

(11) any analogous procedure or step is taken in any jurisdiction.

c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:

- (1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;
 - (2) any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary arrangement under IA 86) or a moratorium on any of the Contractors indebtedness comes into force;
 - (3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;
 - (4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;
 - (5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;
 - (6) where the Contractor is either unable to pay its 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 its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or
 - (7) any analogous procedure or step is taken in any jurisdiction.
- d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

Corrupt Gifts

- f. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (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:
 - (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 Contract or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;
 - (2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this Contract 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 conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

g. In exercising its rights or remedies to terminate the Contract under A19 f. 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.

h. Where the Contract has been terminated under clause A19 f. of this Condition, 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.

A20. 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.

A21. 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 A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.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.

A22. Termination for Convenience

a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.

b. In the event that the Authority exercises its rights in accordance with clause A22.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which

would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.

c. The Authority's total liability under clause A22.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.

A23. Contractor's Records

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition A11 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

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

whichever occurs latest.

A24. 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.

A25. Contractor's Warranties

a. The Contractor warrants and represents, that:

- (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its 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 itself or a Subcontractor which would adversely affect the Contractor's ability to perform its 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 its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

B CONTRACTOR DELIVERABLES

B1. 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;
 - (2) comply with all applicable Legislation; and
 - (3) discharge its 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 B1.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 it becomes 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.

B2. Environmental Requirements

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

B3. Disruption

- a. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- b. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.
- c. The Contractor shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor's Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.

C PRICE**C1. 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 condition G2 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.

D INTELLECTUAL PROPERTY

D1. 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 D1.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 D1.a has been notified previously, the Contractor may meet its 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 clause 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 1977;
 - (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 D1.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 the Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause D.1a, 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, its 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 D1.a.

k. Where authorisation is given by the Authority under clause D1.e, D1.f or D1.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, 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 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 D1.a – D.1.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 D1.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 its 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 D1 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

E FACILITIES AND ASSETS

E1. Access to Contractor's Premises

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 its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

F DELIVERY

F1. Authority's Remedies for Breach of Contract

a. If the Contractor:

- (1) fails to provide the Contractor Deliverables (or any part thereof) by the relevant date specified in Schedule of Requirements and/or the Specification;
- (2) provides Contractor Deliverables (or any part thereof) that are not in accordance with, or the Contractor fails to comply with, any terms of the Contract;
- (3) supplies Contractor Deliverables that do not comply with clause B1.b;
- (4) fails to address the Authority's concerns to the Authority's satisfaction in accordance with condition A18, or fails to supply or withholds the Information required under clause A18.a;
- (5) commits a persistent failure in accordance with clause K8 and Schedule 7;

where this Contract includes Core+ condition "Key Performance Indicators and Performance Management"; or

- (6) otherwise commits a material breach of its obligations under the Contract,

the Authority shall have the right to exercise one or more of the following remedies:

- (7) where the Contractor commits a persistent failure in accordance with clause F1.a.(5) or where the breach is material in accordance with clause F1.a.(6), to terminate the Contract or the relevant part thereof, with immediate effect and without liability to the Authority, by giving written Notice to the Contractor;
- (8) refuse to accept the provision of any further Contractor Deliverables by the Contractor and the Contractor shall refund to the Authority any sums paid in respect of the Contractor Deliverables that fail to comply with the terms of the Contract;

(9) give the Contractor the opportunity at the Contractor's expense to carry out such remedial services as is necessary to correct the Contractor's failure or otherwise to rectify the breach within the Authority-specified time limits;

(10) purchase substitute services from elsewhere;

(11) claim such damages as may have been sustained as a result of the Contractor's breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

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

(b) obtaining the Contractor Deliverables in substitution from another supplier.

b. In addition to the Authority's rights in clause F1.a., if the Authority reasonably believes at any time before the Contract Implementation Date that the Contractor will not be able to achieve Full Service Provision by the Contract Implementation Date then the Authority shall be entitled to terminate the Contract in whole or in part with immediate effect and without liability by giving written Notice to the Contractor.

c. In the event that the Authority terminates the Contract in whole or in part pursuant to this clause F1.a.(7) or F1.b. or for any other lawful reason, the the Authority shall also have the right to require the Contractor to transfer any or all of the Assets to the Authority, wherever they are located, upon the payment of a sum representing the market value of those Assets which the Contractor has purchased but not recovered the cost of from the Authority.

d. This condition F1 shall also apply to any remedial services carried out by the Contractor in accordance with clause F1.a.(9).

e. The Authority's rights and remedies under this condition F1 are in addition to its rights and remedies implied by statute and common law.

G PAYMENTS AND RECEIPTS

G1. Payment

a. Payment for Contractor Deliverables under the Contract shall be made via the Contracting, Purchasing & Finance (CP&F) electronic procurement tool.

b. The Authority shall pay all valid and undisputed claims for payment submitted by the Contractor to DBS Finance on or before the day which is thirty (30) days after the later of:

(1) the day upon which a valid request for approval of payment is received by the Authority; and

(2) the date of completion of the part of the Contract to which the request for approval of payment relates.

c. 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.

d. 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.

G2. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the provision of any 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 its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the Contract Price claimed and the Authority shall pay it. 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 HM Revenue and Customs (HMRC).
- c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority's Representative. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.
- d. Where the provision of any 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.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables.

G3. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition A6 (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 G3 shall be subject to:
- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause G1.d;
 - (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 G3.b and G3.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 G3.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 G3.a.1 and G3.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 sub-clauses G3.a.(1) and G3.a.(2).

d. The provisions of condition G1 (Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

H CONTRACT ADMINISTRATION

H1. 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 its 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.

H2. 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 H2.

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 A2 (Amendments to Contract).

H3. 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 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.

J The project specific DEFCONs and DEFCON SC variants that apply are:

DEFCON 23 (SC3) 12/14	Special Jigs, Tooling and Test Equipment
DEFCON 76 (SC3) 12/14	Contractor's Personnel at Government Establishments
DEFCON 127 12/14	Price Fixing Condition For Contracts Of Lesser Value
DEFCON 611 (SC3) 02/16	Issued Property
DEFCON643(SC) 03/15	Price Fixing (Non-qualifying contracts)
DEFCON653 12/14	Pricing on Ascertained Costs
DEFCON658 (SC) 10/17	Cyber Essentials
DEFCON659A 02/17	Security Measures
DEFCON 660 12/15	Official-Sensitive Security Requirements
DEFCON 694 (SC3) 03/16	Accounting For Property Of The Authority

K The special conditions that apply to this contract are:

K1. Overseas Expenditure

a. The Contractor shall report, in writing, to the Authority details of any direct Overseas expenditure valued over £1 million likely to be incurred in the execution of the Contract immediately the possibility is known if such details were not furnished at the time of tendering. The details to be provided are as follows:

- (1) Contract No;
- (2) country in which subcontract placed/to be placed;

- (3) name, division and full postal address of Subcontractor;
- (4) value of subcontract as applicable to main Contract;
- (5) date placed/to be placed.

b. If no overseas orders valued over £1 million are to be placed, or are placed, the Contractor shall advise the Authority to this effect.

c. For the purpose of clauses a. and b. Overseas expenditure comprises only those direct payments made by the Contractor to:

(1) Overseas firms and

(2) UK firms, including UK branches or subsidiaries of Overseas firms, for the supply of finished or semi-finished manufactured products imported directly into the UK by the Contractor or by such UK firms.

d. The Contractor shall submit any Information required by clause a. to the Authority's Representative (Commercial).

K2. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in SC3 Core Plus Schedule "Acceptance Procedure". If no acceptance procedure is so specified acceptance shall occur when either:

- (1) the Authority does 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 the clause K3b. of the SC3 condition "Rejection" has elapsed.

K3. Rejection

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

b. Rejection of any of the Contractor Deliverables under clause a. shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within 20 (twenty) Business Days.

K4. 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 for Associated Goods) 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 DEFFORM 111 at 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 shown;
 - (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 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 c.

K5. 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. Where necessary the Authority may issue (or having issued, cancel) a Diversion Order for urgent Delivery of the Contractor Deliverables identified in it:
- (1) where a Diversion Order is issued the Contractor Deliverables are to be Delivered by the quickest means available, unless otherwise directed;
 - (2) a Diversion Order which is beyond the scope of the Contract is to be returned immediately to the Authority's Representative (Commercial) with an appropriate explanation;
 - (3) if the terms of the Diversion Order are unclear, the Contractor shall contact the Authority's Representative who issued it immediately for clarification or further instruction, copying the Authority's Representative (Commercial) in on all correspondence;
 - (4) the Contractor shall be entitled to any additional Delivery and Packaging costs generated in complying with the Diversion Order or cancellation thereof, claims for which are

to be submitted by the Contractor to the Authority's Representative (Commercial) together with appropriate receipts and shall be priced and agreed in writing as a amendment to the Contract in accordance with condition A2. The Contractor shall not delay complying with the Diversion Order whilst awaiting agreement of any additional Delivery and Packaging costs.

K6. Import Licences

If, in the performance of the Contract, the Contractor needs to import materiel into the UK for which an import licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with all reasonable assistance in obtaining any necessary import licence with regard to any defence or security issue that may arise.

K7. Export Licences

a. The Contractor shall notify the Authority promptly if the Contractor becomes aware that all or part of any Contractor Deliverable (including Information and software) to be delivered under the Contract is or will be subject to:

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control, that imposes or will impose end use, end user, re-transfer, 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 D1.

b. If requested by the Authority, the Contractor shall give the Authority a summary of every existing or expected licence and restriction referred to in clause a. and any related obligation or restriction to the extent that they place an obligation or restriction on the Authority with which the Authority must comply, including, to the extent applicable to such obligations or restrictions:

(1) the exporting nation, including the export licence number (where known);

(2) the Contractor Deliverables (including Information and software) affected;

(3) the nature of the restriction and obligation;

(4) the authorised end use and end users;

(5) any specific restrictions on access by third parties, or by individuals based upon their nationality, to the Contractor Deliverables or to anything Delivered or used in the performance or fulfilment of the Contractor Deliverables; and

(6) any specific restrictions on the end user or on re-transfer or re-export to third parties of the Contractor Deliverables or of anything Delivered or used in the performance or fulfilment of the Contractor Deliverables.

The Contractor shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the Authority must comply.

c. When an export licence is required from a foreign government for the performance of the Contract, the Contractor shall promptly consult with the Authority on the licence requirements and, where the Contractor is the applicant for the licence:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable to be Delivered under the Contract, the Contractor, unless otherwise agreed with the Authority, identifies in the licence application:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and

- (b) the end use as: For the Purposes of HM Government;
- (2) include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the Ministry of Defence of the United Kingdom".
- d. If the Information required under clauses a. and b. has been provided previously to the Authority by the Contractor, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clauses a. and b.
- e. If the Contractor becomes aware of any changes in the Information notified previously under clauses a., b. or d. 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, the Contractor shall notify the Authority promptly of the change.
- f. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel for which an export licence 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. The Authority shall provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regard to any defence or security issue that may arise.
- g. Where the Contract performance requires the export of items for which a foreign export licence is required, the Contractor shall include the dependencies for the export licence 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 an Export Licence Plan for agreement with the Authority.
- h. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request:
- (1) the Contractor shall, or procure that the Contractor's Subcontractor will, 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 in accordance with the procedures of the licensing authority;
- (2) the Authority shall provide sufficient Information, certification and other documentation necessary to support the application for the requested variation; and
- (3) the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- i. Where the Authority provides materiel (Information and items, including software) to enable the Contractor to perform the Contract, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in the provisions of clause a.:
- (1) the Authority may, or at the request of the Contractor, undertake to give the Contractor a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Contractor's ability to perform the Contract, including, to the extent applicable, to the Contractor's performance of the Contract:
- (a) the exporting nation, including the export licence number (where known);
- (b) the items or Information affected;
- (c) the nature of the restriction and obligation;

- (d) the authorised end use and end users;
- (e) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
- (f) any specific restrictions on re-transfer or re-export to third parties of the items or Information affected.

(2) this will not include Intellectual Property specific restrictions of the type mentioned in condition D1 (Third Party Intellectual Property – Rights and Restrictions) in relation to the Authority instead of the Contractor;

(3) the Contractor and its subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the Authority;

(4) the Contractor shall notify the Authority immediately if it is unable for whatever reason to abide by any restriction advised by the Authority to the Contractor under clause j.

j. Where restrictions are advised by the Authority to the Contractor under clause i, the Authority and the Contractor shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Contract, the restrictions shall be regarded as a change to the Specification and handled under the terms of condition A3 (Variations to Specification) and the Contract Price or Delivery schedule or both shall be adjusted as appropriate. If the Contractor is unable to perform the Contract as a result of these restrictions then the Authority shall consult with the Contractor on alternative solutions requiring amendment of the Contract under condition A2 (Amendments to Contract) and A3 (Variations to Specification) and may terminate the Contract if no alternative solution satisfies the essential terms of the Contract. Termination under these circumstances will be under the terms of condition A22 (Termination for Convenience).

k. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority undertakes to provide the Contractor with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Contract.

K8. Key Performance Indicators and Performance Management

a. The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) within Schedule 7 of this Contract. Achievement of KPIs will indicate the Contractor's satisfactory performance and be used by the Authority to approve the past quarter's performance, using the procedure detailed in condition K8 and Schedule 7.

b. The Contractor, Authority and Equipment Support Manager shall conduct a teleconference one week before the end of the quarter to review that quarter's performance, if any. The Authority will decide during the teleconference if any decline in performance can be removed from counting towards the KPI's, for example if it is deemed to be attributable to the User.

c. The Contractor's performance will be judged unsatisfactory where there are consecutive RED indicators against any one KPI for a period of 2 quarters, and/or where fifty percent (50%) or more of the KPIs and PIs listed in Schedule 7 in any one quarter are AMBER or RED.

d. When an unsatisfactory performance occurs, the Contractor shall deliver a report to the Authority within five working days of the Quarterly Progress Meeting (QPM) at which the relevant PI/KPIs are reviewed, detailing the circumstances and any mitigating factors. The Authority shall arrange a meeting in the UK within 10 working days following receipt of the report whereby the Authority and the Contractor shall agree a programme and date for improvement.

e. In the event that the Contractor fails to meet the required level of performance as detailed in Schedule 7, the Authority shall have the right to withhold a percentage of the quarterly payment due in respect of Item 1 or of the value of tasks performed under Items 2, in accordance with Schedule 7. Further percentages may be withheld from the respective quarterly payment for each subsequent quarter in which the performance criteria are not met, up to a maximum of 4 quarters. Should the

contractor fail to meet the required performance in 2 consecutive quarters, he shall provide the Authority with a written Recovery Plan.

f. Payment of any sums withheld will be made at the end of the first subsequent quarter in which the satisfactory performance is achieved in the reasonable view of the Authority's Project manager.

K9. 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 its own premises, or to those of a Subcontractor ('self-to-self Delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

K10. Limitation of Contractor's Liability

- a. The Contractor's liability under, or in relation to, the contract shall be limited in respect of the risks as set out in Schedule 3.
- b. The Authority has agreed the limitations(s) to the Contractor's liability, as set out at Schedule 3, based on the risk assessment and proposed risk mitigation activities provided by the Contractor and set out at Schedule [X] of the contract.
- c. Nothing in this condition shall exclude or limit the Contractor's liability in respect of the following:
 - a. Any liability arising under or by reason of the Contractor's indemnities granted to the Authority set out in DEFCONs 91 and 638 (SC3) or condition D1, as applicable;
 - b. Death or personal injury;
 - c. Fraud or fraudulent misrepresentation;
 - d. Wilful misconduct.

L The special processes that apply to this contract are:

L1. Tasking

All work carried out under Item 2 of the Schedule of Requirements shall be tasked by the Authority's Project Manager using the Tasking Form at Schedule 9 to the Contract. Tasks shall be raised in accordance with Condition L2 below.

L2. Tasking Procedure

- a. Tasking activities shall be carried out in accordance with the Statement of Work at Schedule 5, and the procedure detailed below:
 - (1) The Authority will initiate Task(s) by completion of Part A of the Task Authorisation Form (TAF) at Schedule 9 to the Contract.
 - (2) On receipt of the form, the Contractor shall complete Part B of Schedule 9, using the agreed rates at Schedule 10 to the Contract and return the TAF to the Authority's Project Manager with a copy to the Commercial Officer specified at box 1 (DEFFORM 111). The Contractor shall only proceed with the work after approval of the TAF by the Authority.

- (3) Authorisation to proceed with the work will be given by the relevant Authority's Project Manager (or the authorised representative) by completion of Part C of Schedule 9, following financial approval and price agreement. Throughout the Contract period, the total price of all authorised Tasks under the Contract shall not exceed the Limit of Liability, Line 2 in the Schedule of requirements. Should the requirement for technical support conflict with other requirements under the contract, a decision on priority will be given in writing by the relevant Authority's Project Manager, or the authorised representative.
- (4) On completion of the Task, the Contractor shall complete Part D of Schedule 9 and forward it to the Authority's Project Manager, where Part E of Schedule 9 shall be completed. Payment may only be claimed by the Contractor when the Authority's Project Manager, or the authorised representative, is satisfied that the task has been completed.
- (5) All Tasks shall be recorded on the List of Approved Tasks at Annex A to Schedule 9 and this will be included within each Quarterly Progress Report in accordance with the Statement of Work at Schedule 2.

L3. Pricing of Tasks

- a. A Firm price for each task will be agreed at the outset. Quotations will be prepared using the Man Day and Travel and Subsistence Rates detailed at Schedule 10 to this Contract.
- b. A definitive list of approved Tasks shall be maintained by the Authority.

L4. Task Termination

- c. In addition to the Authority's rights of termination under other Conditions, any individual task placed under this Contract may be terminated by the Authority at any time subject to notice in writing to the Contractor. Where appropriate the Authority may require the Contractor to furnish a report covering work done to the date of termination with such recommendations as may be possible at that stage. The Authority's liability shall be confined to payment as if the task had been terminated under Clause A22 – Termination for Convenience.

L5. Government Furnished Assets (GFA) Including Bonded Stock

- a. The Authority shall provide Government Furnished Assets (GFA), which will include Government Furnished Resources (GFR), Facilities (GFF), Equipment (GFE), Information (GFI) and Services (GFS) in accordance with the listing at Schedule 11 to the Contract, in accordance with DEFCON 611(SC3).
- b. The GFA list at Schedule 11 to the Contract represents the GFA items as agreed between the Authority and the Contractor for the purposes of this Contract. In the event that the Contractor wishes the Authority to provide any further GFA, he must formally notify the Authority including full details of the GFA he would like the Authority to provide. Wherever practicable the Authority will endeavour to meet the additional request, but will be under no obligation to do so. If the request can be satisfied from the Authority's existing resources the appropriate terms shall be negotiated (type of loan, dates, and cost). Schedule 11 to the Contract will be amended by a formal Contract amendment to reflect any revised GFA provision. All requirements for GFA must be directed to the Authority's Commercial Officer unless advised otherwise.
- c. The Authority shall have no liability to the Contractor if, when the equipment or services are made available or offered to be made available on the agreed date, the Contractor fails to make use of them. In such circumstances the liability of the Authority shall cease with effect from the time the

facility is made available or offered to be made available, except where it is in the best interest of the Authority to continue to provide support.

d. The Contractor shall observe the instructions of the Authority regarding any GFA issued to him on loan for the purpose of the Contract and shall be responsible for the safe custody of the GFA while in his possession. The Contractor shall observe any accounting instructions issued to him by the Authority (also in addition to Clause 12 of DEFCON 611 (SC3)).

e. The Contractor shall not modify any GFA without the prior written agreement of the Authority. If the Contractor has any doubt about the suitability of any item, or has proposals for design changes, he shall advise the Authority accordingly at the earliest opportunity, preferably at the time of the agreement of the Specification of the main item or materiel. The Contractor shall ensure that the design of the installation using GFA is in accordance with the specific requirements of such equipment.

f. It shall be the responsibility of the Contractor to notify the Authority of any defects or deficiencies that are discovered during usage of the GFA.

g. Should there be a risk identified, by either the Authority or the Contractor, that delivery of GFA items may be delayed, both Parties shall work together to identify alternative solutions to mitigate the impact to the programme. Should agreement not be reached and the GFA items are subsequently delivered late, the position as identified within Schedule 11 shall apply against those items where mitigations have been identified.

h. In the event that the GFE cannot be provided, the Contractor shall take all reasonable actions to minimise any additional expenses or time delays. Where additional expenses are unavoidable, the Contractor shall establish, to the reasonable satisfaction of the Authority, that such additional expenses or delays was a direct result of not receiving the GFE on the identified date. The Contract price and Contracted delivery dates shall then be amended accordingly.

i. In circumstances where the Contractor is responsible for the supply to the Authority of equipment, facilities, information or services under other contractual arrangements which are to be supplied as GFA under this Contract, then the Contractor shall undertake full responsibility for the timely delivery of such items.

j. It shall be the responsibility of the Contractor to take all steps that may be necessary to ensure that it has brought to the notice of all sub-contractors and any other persons dealing with any GFA that the Authority is the owner of the GFA. The Contractor shall notify the Authority of any attempts by a third party to secure a lien or rights of a similar kind on any GFA. At the same time he shall notify the third party that the Authority is the owner of the GFA. This shall in no way relieve the Contractor of any of his responsibilities under DEFCON 611 (SC3).

k. The Contractor shall provide reasonable access to any GFA issued under the Contract for inspection by the Authority. The Contractor shall ensure a similar provision is included in any sub-contract under which GFA is issued.

l. The Authority reserves the right to withhold final payment against the Contract until such time as any GFA items due to be returned or transported are returned or transported to the satisfaction of the Authority.

L7. Limits of Liability

- a. The total amount to be paid by the Authority to the contractor against the Schedule of Requirements Line Items 2 and 4 shall not, without the authority in writing of the Commercial Officer detailed at Box 1 of the DEFFORM 111 Appendix to Contract, exceed the stated financial limits.
- b. If expenditure against any limit of liability on the contract reaches 80% of the sum mentioned in Schedule of Requirements Line Items 2 and 4, the contractor shall, without waiting for the next financial report due to be submitted, immediately inform the Authority's Commercial Officer (see box 2, DEFFORM 111).

L8. Payment

- a. Payment for Schedule of Requirements line Item 1 shall be made in accordance with the Payment Plan at Schedule 8 to the Contract.
- b. Payment in respect of Schedule of Requirements Line Item 2 shall be made as agreed on each individual TAF.
- c. Payment in respect of Schedule of Requirements Line Item 3 (Obsolescence Study) shall be made on receipt of invoice following completion of the Study, limited to the Max Price as stated on Line Item 3.
- d. Payment for Travel and Subsistence supplied under Schedule of Requirements item 4 shall be made quarterly on receipt of invoice to the Authority.

L9. Cyber Essentials

Further to DEFCON 658 the Cyber Risk Level of the Contract is Moderate as defined in Def Stan 05-138. The Contractor has confirmed that the Cyber Implementation Plan at Schedule 13 will be put in place within the time-scales agreed at Contract Award, and confirmed at the first meeting with the Authority.

Definitions of Contract**Core Definitions**

AG173	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
AG210	means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;
Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
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 clause H2.b;
Business Day	means any day excluding: <ul style="list-style-type: none"> a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party; b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and c. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or Executive Agency.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
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 supplied;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
Contract Implementation Date	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;

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 provide 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 Commercially Sensitive Information	means the Information listed in the completed Schedule 6 - Contractor's Commercially Sensitive Information Form, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
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;
DAB Form 10	means the MOD invoice summary form;
DBS Finance	means Defence Business Services Finance, at the address stated at Annex A to Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;
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 SC3 Condition

	"Delivery / Collection" 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;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;
Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
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, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management";
Legislation	means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
MOD Form 640	means the MOD form in 5 separate parts which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);
Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
P2P	means the MOD electronic ordering, receipting and payment system;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any

performance dates by which the Contractor shall provide such Contractor Deliverables;

Subcontractor means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);

Supported Businesses means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

Core+ Definitions of Contract

Collect means pick up the Contractor Deliverables from the Consignor. This shall include loading, other specific arrangements and Collected and Collection shall be construed accordingly;

Consignor means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

NATO means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Overseas shall mean non UK or Foreign

SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer Unit 7 The Clifton Centre Spring Lane South Malvern WR14 1BJ	MINISTRY OF DEFENCE	Tender No SACC/00045
	Schedule of Requirements for Technical Support to the UK Link 16 Frequency Clearance Agreement	
Issued With DEFFORM 8	On 04/10/2017	Previous Contract No FTS/DE/SACC/01

Requirements

Item Number	Description	Notes to Supplier	Price £ (ex-VAT)
1	Provision of Link 16 FCA Testing and Terminal Support from 05/10/2017 to 30/09/2018 in accordance with the Proposal Issue 1 dated September 2017		Firm Price 130,562.04
2	Provision of Tasking in relation to FCA Testing and Terminal Support from 05/10/2017 to 30/09/2018		Limit of Liability 90,000.00
3	Obsolescence Study in accordance with Work Package 6 of the Statement of Work at Schedule 5 to the Contract		Max Price 6,240.91
4	T&S to Link 16 FCA Testing and Terminal Support.		Limit of Liability 12,000.00

Condition A9 Governing Law	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.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 A9.g (if applicable) are as follows:</p>
Condition A22 Termination for Convenience	The Notice period for terminating the Contract shall be 20 Business Days.
Condition A24 Contract Period	The Contract expiry date shall be: 30/09/2018
Clause B1.b.(1) Contractor's Obligations – Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 60 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p>
Condition C1 Contract Price (Excl. Vat)	<p>All Schedule 2 line items shall be Firm Price other than those stated below:</p> <p>Line Item 2 and Line Item 7 shall be within the Limit of Liability set, using rates as per Schedule 10.</p> <p>Line Item 3 shall be within a Maximum Price as set out on Schedule 2</p>
Clause G1.a Payment	<p>DEFFORM 30 Agreement refers (if applicable)</p> <p>Reference:</p> <p>Date:</p>
Clause G1.c.(2) and G1.c.(3) Payment (for Schedule 2 items)	Payment is to be enabled by: CP&F

Clause H1.a Progress Monitoring	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Progress Meeting</p> <p>Frequency: Quarterly</p> <p>Location: See Statement of work at Schedule 5.</p>
Clause H1.b Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Progress Report</p> <p>Frequency: Quarterly</p> <p>Content: See Statement of Work at Schedule 5. (to include but not be limited to: costs incurred to date against work undertaken)</p> <p>Method of Delivery: Electronic</p> <p>Delivery Address: the Authority's Project Manager, or Authorised Representative</p>
Clause H2.b Authority's Representatives	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: As per the DEFFORM 111</p> <p>Project Manager: As per the DEFFORM 111</p> <p>Payment: As per the DEFFORM 111</p>
Clause H3.a.(3) Notices	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Branch, as per the DEFFORM 111</p> <p>Contractor: JCSys Limited, Unit 7, The Clifton Centre, Spring Lane South, Malvern, WR14 1BJ</p>
Clause H3.a.(5) Notices	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
Condition K1 Certificate of Conformity (Core+ Only)	<p>Is a Certificate of Conformity Required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items: 1 -6</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Line Items:</p>

Clause K3.b Rejection (Core+ Only)	Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.
Clause K4.a Delivery (for Schedule 2, Appendix A items) (Core+ Only)	The transport requirements shown below are applicable: Line Items: 1-3 To be Delivered by the Contractor (See box "Delivery by the Contractor" below)
Clause K4.b Delivery by the Contractor (for Schedule 2, Appendix A items) (Core+ Only)	(Where applicable, see box "Delivery" above.) Special Delivery Instructions: N/A Each consignment of the Contractor Deliverables to be accompanied by: Line Items:
Clause K4.c Collection by the Authority (for Schedule 2, Appendix A items) (Core+ Only)	(Where applicable, see Box "Delivery" above) Special Collection Instructions: N/A Each consignment of the Contractor Deliverables to be accompanied by: Line Items: Consignor Address: Line Items: Address: Consignee Address Details: Line Items:
Other Addresses and Other Information (Covers forms and publications addresses and official use information)	See Appendix A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: DESSACC-Comrc12a

Address: SACC DT, Yew 3B # 1345
Abbey Wood
Bristol
BS34 8JH

Email: [Redacted]

☎ [Redacted]

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

Name: DES SACC-L16-SA

Address: DES SACC SU Building 180 | RAF Waddington | Lincoln | LN5 9NB

Email: [Redacted]

☎ Mil: [Redacted] | Civ: [Redacted]

3. Packaging Design Authority:

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,
Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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

☎

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

☎

(b) U.I.N.

5. Drawings/Specifications are available from:**6. Intentionally Left Blank****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.uwh.djif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]**8. Public Accounting Authority:**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394**9. Consignment Instructions:**

The items are to be consigned as follows:

See Schedule of Requirement

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 8JHAir 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. JSCSJSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com**11. The Invoice Paying Authority:**Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL**Website is:**
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through *:**Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: [DESLCSLS-](mailto:DESLCSLS-@mod.uk)
OpsFormsandPubs@mod.uk**NOTES*** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Website [extranet, registration needed]:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**Contract Change Process (i.a.w. clause A2.b)
for Contract No: SACC/00032**

1. Authority Changes

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with condition 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

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

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

4. Contractor Change Proposal – Process and Implementation

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

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

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

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

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

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4.b.(1).

5. Contractor Changes

- a. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by clause 3.b, and the process at condition 4 shall apply.

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Schedule 5
SACC/00045

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Schedule 5
SACC/00045



Ministry
of Defence



Statement Of Work
For
Link 16 Frequency Clearance Agreement
Technical Support Contract

July 2017

Version 5.0

Statement Of Work
For
Link 16 Frequency Clearance Agreement
Technical Support Contract

Acronyms

CAA – Civil Aviation Authority
CNS – Communication, Navigation and Surveillance
CV – Curriculum Vitae
DME – Distance Measuring Equipment
EJCC – European JTIDS Cross-border Community
FCA – Frequency Clearance Agreement
FCSMS – Frequency Clearance Safety Management System
FIR – Flight Information Region
GFE – Government Furnished Equipment
HoD – Head of Delegation
IPF – Interference Protection Feature
JDLMO – Joint Data Link Management Organisation
JNMS – JTIDS Network Management System
MTMS – Multi TDL Management System
MNWG – Multi National Working Group
MOD – Ministry of Defence
SACC DT – Situational Awareness Command and Control Delivery Team
SME – Subject Matter Expert
TDL – Tactical Data Links
TWG – Technical Working Group

OFFICIAL

Schedule 5
SACC/00045

Scope

1. This statement of work defines the activities and deliverables for the Link 16 Frequency Clearance Agreement (FCA) Technical Support contract. This contract is essential to maintain the FCA and includes the requirement to provide technical expertise. The contract is to run until 31 August 2018. The specific responsibilities of the Contractor are as detailed below:

Background

2. The Situational Awareness and Command and Control Delivery Team (SACC DT) is responsible for maintenance of the UK Frequency Clearance Agreement (FCA). This agreement between the UK MOD and the Civil Aviation Authority (CAA) defines the acceptable levels of Link 16 transmissions that are permissible in the UK Flight Information Region (FIR). The agreement exists because Link 16 is an unauthorised user in the 960-1215MHz Frequency Band that is allocated to civilian Communication, Navigation and Surveillance (CNS) equipment, and as such Link 16 is only permitted to operate on a tolerable interference basis.
3. The FCA forms part of an overall Frequency Clearance Agreement Safety Management System (FCA SMS) that underpins all Link 16 use. FCA SMS maintenance is fundamental to the continued safe use of Link 16 in the UK FIR and this SOW defines the technical support activities required to maintain and support this.

Contractor Specification

4. The Authority requires technical support in order to fulfil its obligations with the CAA. This technical support necessitates an in depth understanding of Link 16, the Link 16 community, the operational requirements of the FCA and understanding of known and potential future Tactical Data Links (TDL) and CNS system developments.
5. The Authority requires contractor support that is knowledgeable in all aspects of Link 16 network management, monitoring, design, planning and the technical aspects of the FCA to support the Joint Data Link Management Organisation (JDLMO) in the delivery of all aspects of the FCA. This shall include working with the JDLMO to ensure compliance with the requirements of the CAA, paying particular attention to the audit process.
6. The Contractor shall provide an SC cleared Subject Matter Expert knowledgeable in the following areas to support the FCA programme:
 - a) Detailed knowledge of Link 16, its development, waveform and architecture.
 - b) Detailed knowledge of Link 16 design and functionality including but not limited to Frequency Hopping Modes, Contention Access, RTT-B, TSR, IPF and Concurrent Multi-netting (CMN).

- c) Detailed knowledge, including design characteristics, of Aeronautical CNS systems operating in the 960-1215MHz Frequency Band including:
 - i. Distance Measuring Equipment (DME).
 - ii. Tactical Air Navigation Aids (TACAN).
 - iii. Secondary Surveillance Radar (SSR).
 - iv. Automatic Dependant Surveillance (Broadcast) ADS-B.
 - v. 1090 MHz Multilateration.
 - vi. Global Navigation Satellite System (GNSS).
 - vii. L-Band Digital Aeronautical Communications (L-DACS).
- d) A detailed knowledge of Link 16 interference effects on the above CNS systems and the ability to undertake interference testing when required using the GFE FCA Test Equipment
- e) They shall also be capable of confidently presenting and debating issues with international experts in the TDL and Frequency Clearance fields and of understanding and evaluating issues as they arise.
- f) The Contractor shall act as a technical focus with the UK Civil Aviation Authority for all aspects of Link 16 interference.

Location

The work shall primarily be carried out at the Contractor's own premises but will include international travel and visits to MOD Abbey Wood, RAF Waddington, CAA House in London and other locations in the UK as required and directed by the authority.

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
WP 1	<p>Project Management and Reporting</p> <p>The Contractor shall provide project management of the tasks set out herein. This will be reported on quarterly at Quarterly Progress Meetings (QPM). The Contractor shall provide the facilities (as agreed), secretarial and support services required for formal QPMs at RAF Waddington or Contractor premises by arrangement.</p> <p>Actions taken under the terms of this Contract will be formally agreed. Any amendments to the Quarterly Progress Report will be recorded in the meeting minutes.</p> <p>The QPM will be chaired by the Authority and dates will be determined by the Authority's Project manager.</p>	<p>Agenda – proposed for Authority agreement</p> <p>Quarterly Progress Report:</p> <p>The report shall be submitted to the Authority's Project manager and to SACC Commercial in accordance with the Contract DEFFORM 111, with the Agenda, 10 working days before the Quarterly Project Meeting. The report will include but not be limited to the following sections:</p> <ul style="list-style-type: none"> i. Previous actions update ii. Safety issues iii. Test Schedule and activity/tasking update iv. Information Management v. Quality issues vi. Supply Chain update / GFE register. vii. Software issues viii. Obsolescence issues ix. Security issues x. Risk issues xi. Contractual and Finance issues xii. Forecast spend against contract to end of year xiii. Actual spend to date against contract xiv. AOB 	<p>Quarterly</p> <p>MS Word/PDF</p> <p>To include: Minutes submitted within 5 working days of meeting</p>	Core Work – Firm Price
WP 2	<p>Safety Support</p> <p>The FCA forms part of the Frequency Clearance Agreement</p>	<p>Technical review and development support of new platform safety cases (PSC).</p>	<p>10-15 new PSC's per year.</p> <p>MS Word/PDF</p>	Core Work – Firm Price

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
	<p>Safety Management System. The FCA SMS is made up of three documents including the FCA itself, a Safety Plan and a Baseline Safety Case. In addition to these three documents the FCA SMS also consists of individual terminal and platform safety cases.</p> <p>The Contractor shall provide a suitable individual, with a proven track record in safety management and understanding of the FCA Safety Case process, to support all aspects of managing and maintaining the FCA Safety Management System (SMS).</p>	<p>For platforms wishing to operate LINK 16 in the UK the contractor will generate and complete new PSCs on request from JDLMO or UK MOD platform sponsors. Requests only to be activated when received via SACC/TLD SU. There are typically 10-15 new PSCs required each calendar year. The generation and completion of new PSCs is to be commenced with written agreement of the SACC DT nominated Project Manager (PM).</p> <p>On completion the details relating to the PSC are to be included in the PSC database.</p> <p>Copies of the PSC are to be provided to the originating requestor and to the SACC DT nominated PM for formal acceptance at the QPM.</p> <p>SACC DT nominated PM is to be notified once PSC and all associated actions e.g. update of PSC database is completed.</p> <p>Summary of activities to be reported in Quarterly Progress Report</p>		
		<p>Maintain Platform Safety Case database of approximately existing 170 PSC's, all of which must be reviewed bi-annually.</p> <p>The contractor will be responsible for monitoring and administration of the database to ensure that</p>	<p>Duration of contract Bi-annual reviews</p> <p>Database is Excel based. All PSCs in MS Word</p>	<p>Core Work – Firm Price</p>

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
		<p>any PSC that is due for bi-annual review is flagged for review at least one month prior to due date.</p> <p>The contractor will be responsible for liaising with the PSC owner to have it checked, reviewing any amendments and circulate it for re-approval by the FCA Safety Committee. Following approval the contractor will issue an approval letter on behalf of the Authority to the PSC owner.</p> <p>Summary of activities to be reported in Quarterly Progress Report</p>		
		<p>Maintain FCA Safety Management System.</p> <p>The contractor shall be responsible for collating updates to the extant version of the FCA SMS.</p> <p>The contractor shall undertake a review of the SMS and shall present the proposed amendments to the FCA Safety Committee for review. Subject to approval by the FCA Safety Committee the contractor shall re-issue the documentation.</p>	<p>Duration of contract</p> <p>Acceptance of updates to the FCA SMS will be approved by the FCA Safety Committee.</p>	Core Work – Firm Price
		<p>Support UK-based FCA Safety Committee. Meetings are held four times a year.</p> <p>The contractor will be responsible for issuing all meeting documentation, attending the meeting and providing Minutes of the discussions and actions.</p>	<p>2 to 4 times per year</p> <p>The subsequent meeting date is agreed at each meeting, with any amendments being</p>	<p>Core Work – Firm Price for 2 meetings</p> <p>Further meetings to be tasked</p>

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
		Quarterly Progress Report will include a summary of any work done in relation to FCA Baseline Safety Case.	promulgated by the contractor.	
WP 3	National and International Meetings The UK FCA programme requires attendance and specialist technical support to a number of national and international meetings. This shall include production of meeting minutes (to include a summary of the specialist technical advice provided and actions taken) for the UK Head of Delegation (HoD) as well as technical presentations that may from time to time be required. The technical support staff shall be able to represent the Authority at some of the detailed sub working groups.	Attend FCA Technical Working Group meeting (TWG). The contractor will be responsible for providing all meeting documentation, attending the meeting with appropriately qualified staff for the discussions and providing minutes of the discussions and action. This meeting will be in the UK.	Quarterly 4 x 1 day meetings	Firm Price
		International European JTIDS Cross-border Coordination meeting (EJCC). At the time directed to do so by the Authority, the Contractor shall provide 1 or 2 SMEs to attend the International European JTIDS Cross-border Coordination meeting. This meeting to be held at unspecified European location. The contractor will be able perform role of Secretary to the EJCC meeting. Additionally, they will provide briefings on the UK FCA technical programme, partake in technical debate and support EJCC working groups and initiatives when directed to so by the Authority (4 x 2 day meeting per annum).	1 x 4 day meeting per annum	Firm Price
		Multi National Working Group meeting (MNWG).	1 x 4 day meeting per annum	Firm Price

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
		<p>The contractor is to provide 1 or 2 Subject Matter Experts (SMEs) to attend the International Multi National Working Group meeting. This meeting to be held overseas.</p> <p>The SMEs will be required to be able to partake in technical debate, present technical matter on behalf of the MOD, and support MNWG working groups and initiatives when directed to do so by the Authority (4 x 2 day meeting per annum). Report to be submitted in Word format within 10 working days of meeting.</p>		
		<p>Civil Aviation Meetings The contractor shall attend one meeting with the CAA. Further telephone conferences may be required on an occasional basis. Meetings will be to discuss outputs from the FCA test programme, past and present.</p>	By-Annual	Firm Price per meeting
		<p>Supporting Documentation The Contractor shall produce a written report of each meeting, as a record of discussions, for the UK Head of Delegation (HoD). (Style / format of the minutes / record of discussions to be agreed with HoD and to be approved by the HoD prior to further distribution).</p>	Per meeting, within 10 working days of the meeting end date. MS Word/PDF	Included within each meeting price – firm price
Work Package 4	GFE Management, integration, maintenance and calibration	Produce and Maintain a plan for the housing and safekeeping of the GFE (shown at Appendix A) in accordance with current MOD procedures.	Duration of contract	Firm Price

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
	<p>In order to undertake analysis of the effects of Link 16 on civil Air Traffic Control equipment it is often necessary to evaluate civil equipments in the test environment, or review previous testing. As part of this contract approximately 180 GFE items will be provided to enable laboratory testing. The Contractor shall be responsible for the safe keeping, maintenance and calibration of that equipment. A full list of the GFE provided under this contract is at Appendix A to this SoW.</p> <p>It should be noted that the footprint of current and future GFE items are likely to be in the region of 5m x 5m and up to 2.3m height</p>	<p>Manage obsolescence of the GFE by continuing in the development and delivery of a replacement capability to the 8 Net Signal Source using the GFE National Instruments equipment.</p> <p>Co-ordinate the maintenance and calibration of GFE in accordance with the manufacturer's requirements.</p> <p>Maintain currency of all required software licences, specifically the National Instrument's developer suite.</p> <p>Maintain a Library of past testing results, which is to be regularly maintained and updated. This will be in pdf format, backed-up and kept on secure electronic storage at the Contractor's premises.</p>		

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
WP 5	<p>FCA Management, Monitoring, Operational and Technical Support: The contractor shall be required to undertake compatibility testing of Link 16 and CNS systems operating in the 960-1215MHz frequency band using the GFE FCA Test equipment provided under the contract.</p> <p>i. The Contractor shall provide technical support to the Authority's aim to maintain or reduce the current FCA restrictions and retain access to the 960-1215MHz frequency band for Link 16 users against the background of changing civil equipment.</p> <p>ii. Support will include managing the delivery of lines of development necessary to maintain a compliant and functional FCA Network Management and Monitoring Capability.</p>	<p>Support to SACC, TDL SU and JDLMO, to include but not be limited to:</p> <ul style="list-style-type: none"> i. Support JDLMO in maintaining compliance with the requirements of the FCA, currently at version 7.5. ii. Review of existing JNMS and MTMS requirements documents to ensure compliance with FCA requirements iii. Update/Produce UK TDL documentation in support of JDLMO as required/tasked iv. Support to SACC DT in technically defining post-design support changes to JNMS and MTMS network management systems v. Performance test of MIDS LVT and MIDS JTRS (Core and / or CMN4) vi. Interference test on CNS Systems listed above and production of associated Test Reports vii. Test of close proximity test of DME systems, to include production of Test Report and Scanning DME test results <p>Revised documentation to be available for inspection by SACC DT (or JDLMO) personnel at all times by request.</p> <p>Activities to be summarised in each Quarterly Progress Report</p>	<p>Upon request</p> <p>Technical Support activities will be undertaken with the agreement of the Authority in line with the FCA test programme, provided as Appendix B to this SoW.</p> <p>Tasking may be defined by the JDLMO as well as TDL SU.</p> <p>All Tasking Forms shall be issued by TDL SU in compliance with procedures listed in Clause L of the Contract.</p>	Limit of Liability

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
Work Package 6	<p>Obsolescence Study</p> <p>The existing GFE including the 8 Net Signal Source Test Equipment is approaching obsolescence and may require refreshing in the near future. This task in the form of an obsolescence study is to determine a costed plan for sustainment of the FCA Technical support testing capability.</p>	<p>In addition to the work conducted as part of Task 4 the Contractor is to carry out an Obsolescence scoping study of all GFE at Annex X to the Contract, and to deliver to the MOD an executable plan. This is to consider the feasibility, costs, timescales and associated risks of obsolescence of currently held GFE and the actions required to refresh the equipment for long term sustainability.</p> <p>As Task 4 may improve the status of or replace the GFE and 8 Net signal source within the duration of this Contract this task will be subject to a Max Price arrangement to accommodate any variation in content as a result of Task 4, and is to be conducted in FY18/19. The executable plan shall be presented to the Authority in FY 18/19 no less than 3 months prior to the end of the current Contract.</p>	In the form of a study report to be presented to the Authority in FY18/19 NLT 3 months prior to the end of the current contract.	Max Price
Work Package 7	<p>Relocation of GFE (including 8 Net Signal Source Test Equipment)</p> <p>It is possible that the subsequent contract may be won by another contractor and if this is the case it will be necessary to relocate and set up the specialist configuration of GFE at a new location. This task allows for the current Contractor to develop an executable plan to perform an orderly shutdown of</p>	<p>The Contractor may be tasked to prepare:</p> <ul style="list-style-type: none"> i. - an executable plan to effectively shut down, package and prepare for relocation all GFE from Great Baddow to another location in the UK. ii. - to implement the executable plan at Option 1. iii. - the transportation of the GFE at Option 2 to another UK location. <p>In accordance with Clause L of the Contract.</p>	In the form of a Study Report to be presented to the Authority in FY18/19, no later than 3 months prior to the end of the current Contract.	Firm Price within Limit of Liability at Line Item 2 of the Schedule of Requirements

WP No.	Work Package Description	Deliverable/s	Frequency / Format	Pricing Mechanism
	the GFE Equipment and prepare it for transportation, including appropriate packing. Such a Plan should allow for storage of the GFE at the Contractor's premises for a period of up to 30 days after Contract expiry in order to provide a reasonable timeframe for any successor contractor to collect it together with up to 5 days SME support to assist the successor contractor in setting up the GFE to work at their premises.			

Table 1, Technical Support Activities

ADDITIONAL NOTES

Appendix - FCA Test Programme Potential Tasks

No.	Task	Indicative Cost to be placed as tasks under LoL
1	Frequency Remapping Testing	£32,000
2	Provide a report of terminal testing results undertaken during the previous contract	£9,300
3	JDP 3-71 review (as requested by the JDLMO)	£18,750
4	L-DACS DME Transponder compatibility test	£18,750
5	Development of a GFE relocation plan	£3,200
6	Execution of GFE plan	£12,000

All Tasks will be placed via the Tasking method as per Clause L of the Contract. Further Tasks may arise.

Contractor's Commercially Sensitive Information Form
(i.a.w Condition A14)

Contract No: SACC/00045
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Address: Telephone Number: Email Address

KEY PERFORMANCE INDICATORS

Title	Description	Targets	Consequence	Reporting Mechanism and Frequency	RED	AMBER	GREEN
Turn Around Time	1.a Task Authorisation Form (TAF) completed in full within 15 working days of receipt, or as stipulated in the TAF or otherwise as agreed, in writing, by the Authority and the Contractor. TAF proposal includes: Tasking information, scope of work, quotation, full cost breakdown (detailing each allowance), timescales, and subcontractor price breakdowns (or facilitation of such cost breakdowns where transparency is prohibited due to competition etc.).	95% of TAF quotes returned to required standard within 15 working days unless otherwise mutually agreed in writing by the Authority and the Contractor.	2.5% reduction in payment for each TAF which is not returned within 15 working days.	The Authority shall maintain a log of when this KPI is not met for discussion at Quarterly Review meetings.	Delivered in a complete and accurate state > 21 working days from receipt of TAF (Unless a new response date is established)	Delivered in a complete and accurate state between 16 and 20 working days (Unless a new response date is established)	On time delivery.
GFE	2.b Nil non-conformances for contracted GFE/bonded stock during the Authority's annual audit at the Contractor's premises.	100% conformance	5% reduction in quarterly payment in the event of >3 occurrences (Amber), 10% when >6 occurrences (Red).	Authority confirms nil non-conformances at annual audit	4-6 occurrences	3 or less occurrences	Nil occurrences
Communication and Project - Management	3.a Quarterly Progress documentation (Agenda, Report, Minutes) to be issued to the Authority within the time periods specified by the contract.	100% of documentation is received within the agreed periods.	5% reduction in quarterly payment in the event of >3 occurrences (Amber), 10% when >6 occurrences (Red).	Authority confirms accuracy	Delivered > 5 days late.	Delivered 1 – 5 days late.	On time delivery.

MILESTONE PAYMENT PLAN

Milestone	Title/Description	Due Date	Value £k
1	Year 1, Fixed Price Stage Payment 1	31/12/2017	32,640.51
2	Year 1, Fixed Price Stage Payment 2	31/03/2018	32,640.51
3	Year 1, Fixed Price Stage Payment 3	30/06/2018	32,640.51
4	Year 1, Fixed Price Stage Payment 4	30/09/2018	32,640.51

TASK AUTHORISATION FORM	REFERENCE:
SYSTEM OR EQUIPMENT CONCERNED:	ORIGINATOR'S REFERENCE:
CONTRACTOR:	TASK NO:
CONTRACT NO:	ISSUE NO:

TASK AUTHORISATION FORM

TAF FORM /PART A, B, C, D, and E

PART A - (to be completed by originator)

1. **Originator:**
- 2.
3. **Task Title:**
4. **Task Definition: (Define Task requirements and deliverables)**
5. **References/Source: (state reason for task)**
6. **Priority and Completion Date (if applicable):**

Date :		Originators Signature:	
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TASK AUTHORISATION FORM	REFERENCE:
SYSTEM OR EQUIPMENT CONCERNED:	ORIGINATOR'S REFERENCE:
CONTRACTOR:	TASK NO:
CONTRACT NO:	ISSUE NO:

PART B - FIRM PRICE QUOTATION (to be completed by Contractor) All prices exclude VAT.

1. Cost Breakdown for work covered by this issue of TAF: (including overheads and profit)

	Number of Man Days	Man Day rate including G&A & Profit	Total (ex Vat)
Manpower (By Grade)			
Travel and subsistence			
Total (ex Vat)			

2. Firm Price Quotation for work covered by this issue of TAF: (including overheads and profit)

3. It is confirmed that no aspect of this task is already covered under this, or any other, Contract.

Date:		Signature:	
Position or Title:			

TASK AUTHORISATION FORM	REFERENCE:
SYSTEM OR EQUIPMENT CONCERNED:	ORIGINATOR'S REFERENCE:
CONTRACTOR:	TASK NO:
CONTRACT NO:	ISSUE NO:

PART C - APPROVAL (to be completed by SACC DT)

Approval is given for the addition of the Task proposed above to the Task List and work programme of the Contract, at the firm price of £ and is recommended for acceptance by the Commercial and Finance Officer.

Date:		Signature:	
Position :	Project Manager		

PRICE ACCEPTANCE (to be completed by the Commercial Officer)

The Commercial Officer hereby agrees the above Firm price of £.....

Date:		Signature :	
Position :	Commercial Officer		

FINANCIAL ENDORSEMENT (to be completed by the Finance Officer)

The Finance Officer hereby authorises the above expenditure:

Date:		Signature :	
Position :	Finance Officer		

TASK AUTHORISATION FORM	REFERENCE:
SYSTEM OR EQUIPMENT CONCERNED:	ORIGINATOR'S REFERENCE:
CONTRACTOR:	TASK NO:
CONTRACT NO:	ISSUE NO:

BLB:	UIN:	LPC:	Vat Code:	RAC:
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TASK AUTHORISATION FORM	REFERENCE:
SYSTEM OR EQUIPMENT CONCERNED:	ORIGINATOR'S REFERENCE:
CONTRACTOR:	TASK NO:
CONTRACT NO:	ISSUE NO:

PART D - TASK COMPLETION REPORT (to be completed by Contractor)1. **Report:** (continue overleaf if necessary)2. **Final Cost:** (Not Applicable to Firm Price Tasks)

- a. Materials
- b. Labour
- c. Other (specify)
- d. Total
- e. Labour hours included in b. above
- f. Brief details of any significant items purchased to complete the task

3. **Completion date:**

Date:		Signature :	
Position Title:	or		

TASK AUTHORISATION FORM	REFERENCE:
SYSTEM OR EQUIPMENT CONCERNED:	ORIGINATOR'S REFERENCE:
CONTRACTOR:	TASK NO:
CONTRACT NO:	ISSUE NO:

PART E - TASK CLOSURE (SACC Project Manager)**1. Comments on final report:****2. Task completion** *agreed/* not agreed (* delete as appropriate)

Date:		Signature :	
Position :	Project Manager		

Register of Tasks Spreadsheet – sent under separate cover

List of Ad-Hoc Tasking Rates

GRADE	HOURLY RATE	F/Y 17/18	F/Y 18/19
Senior Engineer	£78.01	£78.01	£78.01

List of Travel and Subsistence Rates

Type	Rate £	FY 17/18	FY 18/19
Mileage	0.45	0.45	0.45
Hotels	0.90	0.90	0.90

List of Travel and Subsistence Rates

Type	Rate £	F/Y 17/18	F/Y 18/19
Mileage	0.45	0.45	0.45
Hotels	£90.00	£90.00	£90.00

Government Furnished Assets (GFA) (Including Bonded Stock) Register

Whilst reasonable endeavours will be made, the Authority cannot guarantee that the delivery date for any requested GFA will be met. If the Authority fails to meet expected timeline the Contractor shall not be liable for any consequential delay to contract turnaround times. For the avoidance of doubt, such delays directly caused by the Authority failing to supply GFA and/or Bonded Stock shall be exempt from any penalty or liability including those imposed within the KPI process.

The Contractor shall observe any instructions from the Authority regarding the use of any GFA issued for the purposes of this Contract, including the restoration of GFA back to the Authority if so required by the Authority's Project Manager.

GFA shall be managed in accordance with Section L of the Contract, DEFCONs 611(SC3) and 694(SC3) and the process detailed at L5 to the Contract. The following table lists all items of GFA to be issued under this Contract and on what loan terms. A definition of loan terms is included below for information.

No.	Serial No.	NSN	Part No.	Description	Quantity	Price	Location	Date required by Contractor	Date of return to the Authority	Loan Item Definition
				AEROFLEX 2502 FREQUENCY SYNTHESIZER						
				NARDA HIGH DIRECTIVITY COUPLER						
				FERNAU AVIONICS 2020 MONITOR BOARD TYPE 3						
				GEC MESSAGE GENERATOR (PART OF JTIDS SIGNAL SOURCE)						
				GEC NET CONTROLLER PCB-GEC DESIGNED						
				IFR BEACON SIMULATOR TACAN						
				COMSTRON CORPORATION FREQUENCY SYNTHESIZER						
				HPA600 COMPUTER						
				HP DIGITAL MULTIMETER						
				HP UNIVERSAL COUNTER (OPTION 050)						

				HP COUPLER						
				HP PULSE GENERATOR						
				HP SPECTRUM ANALYSER DISPLAY SECTION (OPTION 856808)						
				GENERAL MICROWAVE PEAK POWER METER						
				HP 2.0M HARD DISK DRIVE OPTION 020						
				HP RTE-A OPERATING SYSTEM						
				HP VC PLUS						
				HP FORTRAN 77 (A600)						
				ICS IEEE PARALLELED DATA I/O AMPLICON						
				HP RF SIGNAL GENERATOR 0.1-99 MHZ						
				GENERAL MICROWAVE POWER HEAD						
				KINETIC AVIONIC PRODUCTS LIMITED AIRCRAFT DATA RX						
				K&L 51 SFB FILTER SPECIALISED						
				WEINSCHEL 20DB ATTENUATOR						
				FERNAU AVIONICS LTD 1117 BEACON						
				KN65A DMA/DME INTERROGATOR						
				KDM 705A DME INTERROGATOR						
				FERNAU AVIONICS LTD 2020 CPU BOARD TYPE 3						
				FERNAU AVIONICS LTD 2020 DME BEACON						
				DME SHOCKMOUNT COLLINS TYPE 349D- 6 ITEM 10C						
				COLLINS 860E-3 DME INTERROGATOR ITEM 8						
				COLLINS DME INDICATOR (339F-8B) ITEM 16						
				860E-3 RADRAC TRAY ITEM 10						

				BERING DISK DRIVE WITH 200MB HD AND FD						
				ELLIOTT BROTHERS TACAN TRANSMITTER/RECEIVER						
				ELLIOTT BROTHERS TACAN CONTROL UNIT						
				GEC FREQUENCY CONTROLLER PCB-GEC DESIGNED						
				KING DME INTERROGATOR KN65A						
				HP ATTENUATOR 11DB						
				HP ATTENUATOR 110DB						
				KING RADIO INDICATOR						
				KDM705A RADRAC TRAY						
				KING TYPE KDI 5710						
				KING RADIO CONTROLLER ITEM 5A						
				RANGE INDICATOR KING RADIO						
				KN65A RADRAC TRAY ITEM 5						
				FREQUENCY CONTROLLER 860E-3 & KDM705A						
				HP INTERCONNECTION KIT						
				COLLINS 860E-3						
				SELEX GALILEO RANDOM TRAFFIC GENERATOR JTI-8000-027						
				FUJITSU SIEMENS ESPRIMO MOBILE V5535						
				THALES 415 DME						
				HP5316B COUNTER						
				HP P2055DN LASER PRINTER						
				HP PROLIANT DL160G5						
				BELKIN 17" RACK CONSOLE						
				TRANSERA CORPORATION HTBASIC 9.5						
				ATTACHMATE REFLECTIONS FOR HP 14						
				NET CONTROLLER PCB-GEC DESIGNED						

				GEC MESSAGE GENERATOR (PART OF JTIDS SIGNAL SOURCE)						
				GEC FREQUENCY CONTROLLER PCB-GEC DESIGNED						
				GEC COMBINER BOARD						
				GEC IF SPLITTER BOARD						
				GEC 2ND MIXER UNIT						
				GEC PSU 1						
				GEC PSU 2						
				GEC TIMING UNIT						
				GEC CONTROL UNIT						
				GEC BITE						
				GEC 1ST MIXER						
				GEC A600 DIO BOX						
				GEC RF OUTPUT PANEL						
				MAGNUS POWER 400HZ POWER SUPPLY						
				BENDIX KN64 DME						
				FERNAU AVIONICS LTD 2020 RF UNIT TYPE 1						
				FERNAU AVIONICS LTD 2020 MONITOR BOARD TYPE 1						
				FERNAU AVIONICS LTD 2020 CPU BOARD TYPE 1						
				FERNAU AVIONICS LTD 2020 RECEIVER TYPE 1						
				FERNAU AVIONICS LTD 2020 TX VIDEO BOARD TYPE 1						
				ICS ELECTRONICS 4863 GPIB-PARALLEL INTERFACE						
				FERNAU AVIONICS LTD 2020 RF UNIT TYPE 3						
				FERNAU AVIONICS LTD 2020 TX VIDEO BOARD TYPE 3						

				FERNAU AVIONICS LTD 2020 RECEIVER TYPE 3						
				NATIONAL INSTRUMENTS PXI-5422 ARBITRARY WAVEFORM GENERATOR						
				NATIONAL INSTRUMENTS PXIE-1073 INTEGRATED MXIE 5 SLOTS						
				NATIONAL INSTRUMENTS PXI-GPIB, NI- 488.2						
				NATIONAL INSTRUMENTS NI LABVIEW DEVELOPER SUITE						
				AEROFLEX 2502 FREQUENCY SYNTHESIZER						
				N/K MIDS Antenna						
				IFR BEACON SIMULATOR TACAN						
				IFR Part of TACAN SIMULATOR						
				HP A600 COMPUTER						
				BERING DISK DRIVE WITH 200MB HD AND FD						
				HP TAPE DRIVE						
				SPECTRAN HF-6065						
				IFR BEACON SIMULATOR TACAN						
				IFR Part of TACAN SIMULATOR						
				Atlantic RF Circulator						
				Toshiba Tecra Laptop						
				NI PXIe-1085, 18 Slot 3U PXI Express Chassis						
				Power Cord 240V, 10A UK						
				NI PXIe-e-8135 Core i7-3610QE with Removable Hard Drive option (No OS or Hard Drive)						
				Windows 7 32-Bit for NI PXI Embedded Controllers (English)						

				NI Standard System Assurance Program fro PXE-Includes 3 Year Repair/Cal, Custom System Assembly/Test. System Info, maintenance Plan and Recov. Image w/Selected Software						
				NI5791 4.4 Ghz RX/TX, 100Mhz BW Adaptor Module for NI FlexRIO						
				PXIe-7975R NI FlexRIO FPGA Module (kintex-7, 2GB RAM)						
				LabVIEW Core 1 (Local)						
				Rockwell Collins DME-900						
				Honeywell DMA-37B						

Definitions of Loan Items

Contract Support Item (CSI): The issue of Ministry owned material to a contractor without charge for a specified period and purpose in support of a Ministry contract. The loaned material should be returned to the Ministry unchanged except for fair wear and tear in accordance with the Terms and Conditions of a Ministry contract. Once property in Special Jigs, Tooling and Test Equipment covered by DEFCON 23 has been passed to the Ministry they should be treated as Ordinary Loan Items.

Contract Embodiment Item (CEI): The issue of Ministry owned material issued without charge to a contractor for embodiment in an Article that is under manufacture, modification, conversion or repair in accordance with the Terms and Conditions of a Ministry contract.

Contract Work Item (CWI): The issue of Ministry owned material for the purpose of its undergoing repair, maintenance, modification and conversion in accordance with the Terms and Conditions of a Ministry contract.

Contract Work Arising (CWA): An item/sub-assembly removed from the Contract Work Item.

The following table lists all **Bonded Store Items** to be stored under this Contract.

Part No.	Equipment Description	Quantity	Unit Price	Total Price	Location

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[Redacted]
Link 16 Terminal Support Project Manager

Tactical Data Links
Support Unit
Bldg 180
RAF Waddington
Lincolnshire
LN5 9NB
Email: DES SACC-L16-SA@mod.uk

Tel: [Redacted]
Fax: [Redacted]



JCSys Ltd
Unit 7
The Clifton Centre
Spring Lane South
Malvern
WR14 1BJ

Our Reference:
SACC/00045

Date: 18 Aug 17

For the personal attention of: Oliver
Parker

Dear Sirs

**CONTRACT NO:SACC/00045
17**

DATE OF CONTRACT: 1 Sep

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the following aspects are designated as '**SECRET** Matter' for the purpose of the DEFCON 659A Security Clause included in the contract and, for DEFCON 660, aspects that are classified as **OFFICIAL-SENSITIVE** :

ASPECTS	CLASSIFICATION
FCA Related Support to JDLMO	[Redacted]
FCA Related UKTDL Documentation	[Redacted]
FCA Related JNMS/MTMS PDS	[Redacted]
MIDS LVT-MIDS JTRS Performance testing	[Redacted]

2. Will you
please confirm
that:

- a. The above definition of the **SECRET** Matter of the above contract has been brought to the attention of the person directly responsible for the security of this contract.
- b. The definition is understood.
- c. You have access to the Security Policy Framework and other security requirements/measures provided on the DE&S PSyA restricted access website or alternative and that measures can, and will be taken to

OFFICIAL

safeguard the **SECRET** Matter.

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the company Security Officer or they have otherwise been informed that the provisions of the OSA apply to all classified information associated with this contract.

3. If you have any difficulty either in interpreting the definition of the **SECRET** Matter or in safeguarding it, will you please let me know immediately, and send a copy of your letter to your DE&S PSyA Security Adviser.

4. Any access to information on MoD premises that may be needed will be in accordance with MoD security regulations under the direction of the MoD Project Officer.

Yours faithfully

[Redacted]

Sqn Ldr

LINK 16 Support Authority

Link 16 Terminal Support Project Manager

Copy via DII email to:

DES PSyA-SecurityAdviceCentre (MULTIUSER)

DSR-STInd (MULTIUSER)

ISS Des-DAIS-SRAAcc8-IA (Collins, David C1))

Cyber Implementation Plan

Contract title	Technical Support to the UK Link 16 FCA
MOD contract number	SACC/00045
CSM Risk Reference	Not Known
CSM Risk Level	MODERATE
Name of Supplier	JCSys Ltd
Current level of Supplier compliance	LOW
Reasons unable to achieve full compliance	<p>L.08 Not currently in possession of Cyber Essentials Plus certification.</p> <p>L.02 Do not currently have a policy that addresses information security risks within supplier relationships.</p> <p>L.09 Do not currently have a policy that controls the exchange of information via removable media.</p> <p>M.07 Do not currently have a policy to assess vulnerabilities identified for which there are no countermeasures available.</p> <p>M.08 Do not currently have a policy to monitor behaviour and review computer security event logs for indications of potential incidents.</p>
Measures planned to achieve compliance / mitigate the risk	<p>All of these issues will be addressed when Cyber Essentials Plus certification is achieved. JCSys Ltd is currently engaged with a third party security company to gain this certification.</p> <p>Any cyber security risk will be mitigated by the use of non-networked computers/equipment for the duration of the contract.</p>
Anticipated date of compliance / mitigations in place	<p>Any hardware used in connection with this contract will not be networked, thus mitigating any cyber risk.</p> <p>JCSys Ltd hope to gain Cyber Essentials Plus certification by the end of 2017.</p>
Risk Accepted	Yes / No . Due to the mitigation in place and the contractors activity in gaining extra certification it is assessed that the risk is acceptable.
Notified (If applicable)	Yes / No
Decision recorded on tool	Yes / No. Access to the tool is not available. Advice being sought from cyber security team to confirm assessment .
Name	[Redacted]
Position	DES SACC-L16-SA1
Date	21 Sep 17

