



**Ministry
of Defence**

Mine Hunting Capability Team

Contract No: 701300377

For:

MHC Procurement of M428 IFF System and Associated Equipment for SWEEP

<p>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p>Team Name and address:</p> <p>Mine Hunting Capability Team</p> <p>#3229, Birch 2B, MoD Abbey Wood, Bristol, BS34 8JH</p>	<p>And</p> <p>Contractor Name and address:</p> <p>LEONARDO UK LTD SIGMA HOUSE SS14 3EL</p>
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Contract Terms and Conditions

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Terms and Conditions

General Conditions

Core Terms

1 Definitions

In the Contract:

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

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

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

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

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

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

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

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.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

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

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, 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 5.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, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.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 Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond,

shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

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

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

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

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 or any replacement thereof;
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

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

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
 - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
 - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and

- (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

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

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 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 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

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

19 Limitation of Contractor's Liability

a. Subject to Clause b the Contractor's liability to the Authority in connection with this Contract shall be limited to the total value of this Contract.

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

(1) for:

(a) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

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

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

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

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**DEFCON 023 (SC1)**

DEFCON 023 (SC1) (Edn. 12/16) - Special Jigs, Tooling and Test Equipment

DEFCON 113

DEFCON 113 (Edn. 02/17) - Diversion Orders

DEFCON 117 (SC1)

DEFCON 117 (SC1) (Edn. 12/16) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 129J (SC1)

DEFCON 129J (SC1) (Edn. 06/17) - The Use Of The Electronic Business Delivery Form

DEFCON 502 (SC1)

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

DEFCON 503 (SC1)

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

DEFCON 524A (SC1)

DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

DEFCON 531 (SC1)

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

DEFCON 532A (SC1)

DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

DEFCON 537

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

DEFCON 538

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

DEFCON 602B

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

DEFCON 624 (SC1)

DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

DEFCON 627

DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 637

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 658 (SC1)

DEFCON 658 (SC1) (Edn. 11/17) - Cyber

DEFCON 658 - Cyber Risk Profile - Very Low

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

20.1 Intellectual Property Rights

Third Party IPR Authorisation

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

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

20.2 Quality Assurance Conditions

AQAP 2110

NATO Quality Assurance Requirements for Design, Development and Production.

Edition D Version 1

AQAP 2310

NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers.

Edition B Version 1

DEFSTAN 05-135

Avoidance of Counterfeit materiel

21 The special conditions that apply to this Contract are:**701300377 - MHC Procurement of M428 IFF System & Associated Equipment - Special Conditions**

a. The terms and conditions within this Section (21), are applicable to MoD (Authority) Contract No 701300377 – MHC Procurement of M428 IFF System and Associated Equipment only. The acceptance and inclusion of these terms and conditions shall not set any precedent for any subsequent agreements between The Authority and Leonardo UK Ltd.

b. Where any conflict arises between Terms and Conditions in this Section, and elsewhere within the Contract, these terms shall take precedence.

ACCEPTANCE

c. Clause 10.c shall not apply to this Contract. The Authority's acceptance of deliverables under this contract shall be complete upon satisfactory delivery of the Contractor Deliverables and the associated Certificate of Conformity to The Authority by the Contractor, as detailed within Schedule 2 – Schedule of Requirements.

WAIVERS

d. Further to clause 2e. any waiver shall be agreed by both Parties in writing.

CONTRACTOR DELIVERABLES

e.1. Further to clause 8d, provided always that the Contractor can provide written evidence demonstrating that it has applied for any and all required export, import or other licence(s) or permission(s) in good time and with appropriate diligence, then any delay caused by the Authority or a third party in the granting of such export, import or other licence or permission(s) shall entitle the Contractor to delay delivery by a period equivalent to such delay incurred. For the avoidance of doubt the Authority accepts that the Contractor shall not be held liable to the extent of any delay by the Authority in providing any documentation or permission or taking any action required to enable application for or process of any export, import or other licence or permission(s).

MATERIAL BREACH

f.1. Further to clause 17, the value of the damages payable by The Contractor to The Authority shall not exceed the total value of the Contract for the Deliverables.

f.2. The Authority shall allow a period of 30 days for The Contractor to remedy the breach, commencing on the date either party provides written notification to the other of the breach.

f.3. If the breach cannot be remedied within the allowed 30 days, The Contractor shall submit a recovery plan to The Authority's Commercial contact as named in DEFFORM 111, Section 1. The recovery plan shall include the action/s that The Contractor is taking to remedy the breach, and the timeframe required to complete the actions.

FORCE MAJEURE

g.1. The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract, Force Majeure means any of the following events or circumstances not within a Party's reasonable control where such events or circumstances are not caused by or beyond the reasonable control of the Parties: (a) acts of God, drought, earthquake or other natural disaster; (b) terrorist attack, civil war, civil commotion or riots, war; (c) nuclear, chemical, epidemics, pandemics or biological contamination or sonic boom; and (d) any national labour or trade dispute, strikes, industrial action or lock-outs or other national industrial dispute.

g.2. The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.

g.3. Subject to Clause 4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

g.4. The maximum extension of time granted under this clause shall be limited to 6 (six) months after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

Payment Terms

Milestone Payments

Milestone Payment Plan

Milestone No	Milestone	Date of Delivery (To location specified in Schedule 2 - SoR)	Milestone Payment Value (£)	Cumulative Payment Value (£)
1	<u>Contract Startup</u> Purchase of Materials (Subcontractor Requirement) Delivery of IFF documentation, inc Operator and Maintenance Manuals	Upon commencement of Contract	██████████	██████████
2	<u>Delivery of</u> 1 x M428 (NSN 5826-15-015-8790), 1 x M910 (NSN 5895-15-017-7118), 1 x SIT2010 (NSN 5895-15-204-7735), 1 x 50 Ohm Antenna terminator (NSN 5985-99-602-1802), 1 x Mounting Tray, 1 x Antenna (NSN to be confirmed) Associated Certificate of Conformity	Contract Award + 6 Months	██████████	██████████
			TOTAL: £149,235.00	

Table A – Milestone Payment Plan

1. Payments shall be made in accordance with the Milestone Payment Plan detailed in Table A above and in accordance with Condition 14, upon satisfactory delivery by the Contractor of each requirement in Schedule 2 (Schedule of Requirements).

2. The Contractor shall be entitled to milestone payments, to be claimed in accordance with Condition 14, for each stage under the Milestone Payment Scheme, provided that:
- a. the Contractor has completed all work comprised in the stage for which the milestone payment is sought in accordance with Schedule 2 (Schedule of Requirements);
 - b. all previous stages have been completed, unless the parties expressly agree otherwise; and
3. Notwithstanding Clause 2 above, the Authority shall not be obliged to make a milestone payment to the contractor if it has reasonable cause to believe that the contractor will be unlikely to render complete performance of its obligations in respect of Item 1 (within Schedule 2) of the Contract.
4. Where the Authority intends to rely on Clause 3 above as the basis for rejecting any claim for a milestone payment which the Contractor may make, the Authority shall give to the Contractor notice in writing of its intention together with reasons and justification for the rejection.

Contract Schedules

Schedule 1 - Additional Definitions of Contract

[No additional definitions required]

Schedule 2 - Schedule of Requirements

Item No.	Item Details	Total Qty	Price (£) Ex VAT
			Total
1	<p><u>SPECIFICATION</u> 1 x IFF Ship Set, which shall consist of:</p> <p>1 x M428 (NSN 5826-15-015-8790), 1 x M910 (NSN 5895-15-017-7118), 1 x SIT2010 (NSN 5895-15-204-7735), 1 x 50 Ohm Antenna terminator (NSN 5985-99-602-1802), 1 x Mounting Tray, 1 x Antenna (NSN to be confirmed) Certificate/s of Conformity for all deliverables produced by Leonardo UK</p> <p>Associated IFF Equipment Documentation:</p> <p>Interface Control Document for M428 Compact IFF Transponder (Stanag 4193 Ed. 3) 6AA-SH100546 Interface Control Document for M428 Compact IFF Transponder (Overview and Discrete Interfaces) AP50119197 M428 Transponder Host Outline Drawing TAC-0062 M428 Transponder Host Installation Drawing TAC-0062/01 OD T01 Operation and Maintenance Manuals for the M428 MAN-1252-02</p> <p>Interface Control Document for M910 MkII Control Unit 6AA-SH100482 Control Unit M910 MkII (Outline Drawing) TAD-0095/02 OD Operation and Maintenance Manuals for the M910 MkII (Currently in Draft) MAN-1253-02</p> <p>SIT2010 Outline Drawing TAD-5034/01 KB T3 Operating and Maintenance Manual for SIT2010 Crypto Applique Unit and Dummy MAN-1258/01</p> <p>DUMMY UNIT Outline Drawing TAF-5219/01 HB DUMMY UNIT Installation Drawing TAF-5219/01 OD</p> <p>TAF-0200/01 OD OCD Mounting Tray for M428 TAF-0200/01</p>	1	£149,235.00

Item No.	Item Details	Total Qty	Price (£) Ex VAT
	<p><u>DELIVERY</u> Equipment Delivery (excluding Crypto) to location specified in DEFFORM 111Section 9</p> <p>Crypto equipment to be delivered to UKNDA at MoD Corsham</p> <p>Delivery PoC and exact shipping address to be confirmed by The Authority no later than 4 weeks prior to delivery date of the applicable crypto equipment</p> <p>Equipment to be delivered at Contract Award + 6 months</p> <p>Delivery by email to Authority Commercial and Project Manager contacts as detailed in DEFFORM 111 Sections 1 & 2</p> <p>All associated IFF Equipment Documentation to be delivered upon commencement of contract.</p>		

Total Price Inc Delivery

£149,235.00

Schedule 3 - Contract Data Sheet

<p>Contract Period</p>	<p>Effective date of Contract: 2021/05/24</p> <p>The Contract expiry date shall be: 2021/11/30</p>
<p>Clause 6 - Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: #3229 Birch 2B, MoD Abbey Wood, Filton, Bristol, BS34 8JH</p> <p>Contractor: Sigma House, Christopher Martin Road, Basildon, Essex SS14 3EL</p>
<p>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 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> <p>ISO9001:2015 or AS9001:2015</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>Hazel Building Level 1, #H019</p> <p>MOD Abbey Wood (North)</p> <p>Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 2021/05/24 00:00:00</p>

<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor Yes</p> <p>Special Instructions:</p> <p>Equipment to be delivered to locations as specified in Schedule 2 - SoR, and packaged appropriately.</p> <p>Collected by the Authority No</p> <p>Special Instructions (including consignor address if different from Contractor’s registered address):</p> <p>N/A</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>Equipment must be suitably packaged, with appropriate markings applied.</p>
<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: N/A</p> <p>Frequency: Not Applicable</p> <p>Location: N/A</p>
<p>Clause 13 – Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: N/A</p> <p>Frequency: Not Applicable</p> <p>Method of Delivery: N/A</p> <p>Delivery Address: N/A</p>

Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)

Contract No: 701300377
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: Position: Address: Telephone Number: Email Address:

Schedule 5 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Data Requirements for Contract No: 701300377

**Hazardous Contractor Deliverables, Materials or Substances
Statement by the Contractor**

Contract No:

Contract Title:

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.

Contractor's Signature:

Name:

Job Title:

Date:

* check box (***) as appropriate

.....
To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

Emails to be sent to:

DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: #3229 Birch 2B, MoD Abbey Wood, Filton, Bristol, BS34 8JH

Email: [REDACTED] ☎☎ [REDACTED]

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

Name: [REDACTED]

Address #3229 Birch 2B, MoD Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED] ☎☎ [REDACTED]

3. Packaging Design Authority Organisation & point of contact:

N/A

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

☎☎ N/A

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

Branch/Name: N/A

☎☎MHC, Ships Acquisition

(b) U.I.N. P0070A

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: [REDACTED]

AQAPS and **DEF STANS** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: Equipment (excluding Crypto) to be delivered to: [REDACTED], DECA Sealand, Welsh Road, Deeside, Flintshire, CH5 2LS, UK.

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

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

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

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: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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