



Ministry of Defence

Terms and Conditions of Contract For: Contract No: S&MOCB/3374 Provision of Underwater Engineering Services

<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>Salvage & Marine Operations Ash 2a, #3212 MOD Abbey Wood Bristol BS34 8JH</p> <p>E-mail Address: [redacted] Telephone Number: [redacted] 32648</p>	<p>And:</p> <p>Contractor Name and Address:</p> <p>SeaTec UK Limited Warrior Close Chandlers Ford Eastleigh, Hampshire SO53 4TE</p> <p>Email Address [redacted] Telephone Number: [redacted]</p>
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General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) 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.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or 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 Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

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

3. Entire Agreement

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

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - "a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - (2) Clause 40.b shall be amended to read: "In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or

termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

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

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as 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.

5. Precedence

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

- (1) Conditions 1 - 44 (and 45 - 47, if 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 Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

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

6. Amendments to Contract

a. Except as provided in condition 31 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 (Contract Change Control Procedure) 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 6.a above has been issued.

7. 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 6 (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 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. 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 8.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. Severability

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

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

10. 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.

11. 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.

12. 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.

13. Transparency

a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), 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 13.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 5 – 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 13.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 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

a. Subject to clauses 14.d, 14.e, 14.h and condition 13 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 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses 14.a and 14.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

(0) 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 clause 14.f, 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.

15. 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.

16. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Sub-contractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

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

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

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.

d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

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

17. 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.

18. Contractor's Records

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

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

(1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and

(2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

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

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

whichever occurs latest.

19. 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.

20. 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.

Supply of Contractor Deliverables**21. Supply of Contractor Deliverables and Quality Assurance**

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

b. The Contractor shall:

- (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
- (2) discharge 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 21.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.

22. Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

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

a. Packaging responsibilities are as follows:

- (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
- (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
- (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
- (4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

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

- (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
- (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:

- (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
- (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
- (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.

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

- (1) The Health and Safety At Work Act 1974

- (as amended);
- (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
- (3) The REACH Regulations 2007 (as amended); and
- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation Order.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
- (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
- (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:
DES SEOC SCP-SptEng-Pkg
MOD Abbey Wood
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- (i) The MPAS Documentation is also available on the DStan website.
- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their subcontractor is the PDA they shall:
- (a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
- (b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
- i. a list of all SPIS which have been prepared or revised against the Contract; and
- ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
- (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
- (2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
- (3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
- (4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
- (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
- (b) Each consignment package shall be marked with details as follows:
- i. name and address of consignor;
- ii. name and address of consignee (as stated in the Contract or order);
- iii. destination where it differs from the consignee's address, normally either:

- (i). delivery destination / address; or
- (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;

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

- (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.1.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

- (a) description of the Contractor Deliverable;
- (b) the full thirteen digit NATO Stock Number (NSN);
- (c) the PPQ;
- (d) maker's part / catalogue, serial and / or batch number, as appropriate;
- (e) the Contract and order number when applicable;
- (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
- (g) shelf life of item where applicable;
- (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
- (j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

- (1) the full 13-digit NSN;
- (2) denomination of quantity (D of Q);
- (3) actual quantity (quantity in package);
- (4) manufacturer's serial number and / or batch number, if one has been allocated; and
- (5) the CP&F-generated unique order identifier.

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

l. The requirements for the consignment of aggregated packages are as follows:

- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest

commercial form consistent with ease of handling and protection of over-packed items.

(2) Two adjacent sides of the outer container shall be clearly marked to show the following:

- (a) class group number;
- (b) name and address of consignor;
- (c) name and address of consignee (as stated on the Contract or Order);
- (d) destination if it differs from the consignee's address, normally either:

- i. delivery destination / address; or
- ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;

(e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;

(f) the CP&F-generated shipping label; and

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

m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).

n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

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

p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).

q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

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

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

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract

document means the edition and all amendments extant at the date of such tender or Contract.

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

24. Supply of Hazardous Materials or Substances in Contractor Deliverables

- a. The Contractor shall provide to the Authority:
- (1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
 - (2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

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

b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:

- (1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and
- (2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

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

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

e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

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

- (1) activity;
- (2) the substance and form (including any isotope);

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

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of

Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

- (0) Hard copies to be sent to:
- Hazardous Stores Information System (HSIS)
 - Defence Safety Authority (DSA)
 - Movement Transport Safety Regulator (MTSR)
 - Hazel Building Level 1, #H019
 - MOD Abbey Wood (North)
 - Bristol, BS34 8QW

(1) Emails to be sent to: DSA-DLSR-MovTpt-DGHSIS@mod.uk

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

25. Timber and Wood-Derived Products

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

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.

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

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

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

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

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

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional

circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative

(Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).

c. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) identification marks, batch and serial numbers in accordance with the Specification;
- (10) quantities;
- (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

27. Access to Contractor's Premises

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
- (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
- (4) be responsible for all costs of Delivery; and
- (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date

between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative (Transport) as detailed in box 10 of 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;
- (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
- (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

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

- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
- (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
- (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection

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 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

31. Diversion Orders

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

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

u. The Authority reserves the right to cancel the Diversion Order.

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

w. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

x. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to 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.

Licences and Intellectual Property

33. Import and Export Licences

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

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

- (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

- (a) the end user as: 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; and

- (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean

information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of material for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

(1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and

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

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to

identify whether any Contractor Deliverable is subject to:

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

(2) any other related transfer or export control, that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of material from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within [X] days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within [X] days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer

the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.t will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

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

u. Where:

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

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

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

34. Third Party Intellectual Property – Rights and Restrictions

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

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

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

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet 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 condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 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 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with

Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, 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 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

- (1) released from payment whether by way of

royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
- (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
- (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, 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 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement

or defence of such a claim without the written consent of the other Party;

(6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at 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 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

Pricing and Payment

35. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b 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 36a, 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 36a 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 36c 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.

37. 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 supply of Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the

Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

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

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

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for 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 within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

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

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

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11

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

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 0;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 38.b and 38.c(2).

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

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
- (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).

d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

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

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

- (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

Termination

40. Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved

pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

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

Where the Contractor is an individual or a firm:

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

(7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(8) the court making an award of sequestration in relation to the Contractor's estates. Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn

- within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

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

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

Corrupt Gifts:

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

- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

- (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by 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.

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

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

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

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

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

42. Termination for Convenience

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

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

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

c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):

- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract,

except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

- (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

- (a) all such unused and undamaged materiel; and

- (b) Contractor Deliverables in the course of manufacture,

that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;

- (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which

would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and
- (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:

- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
- (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
- (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.

g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 43.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

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

Additional Conditions

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

General Conditions

DEFCON 532B (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

Intellectual Property Rights

DEFCON 090 (Edn. 11/06) - Copyright

Special Indemnity Conditions

DEFCON 023 (SC2) (Edn. 11/17) - Special Jigs, Tooling and

Test Equipment

DEFCON 076 (SC2) (Edn. 11/17) - Contractor's Personnel at Government Establishments

DEFCON 595 (Edn. 02/19) - General Purpose Automatic Test Equipment Data Requirements

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

DEFCON 605 (SC2) (Edn. 11/17) - Financial Reports

DEFCON 611 (SC2) (Edn. 02/16) - Issued Property

DEFCON 630 (SC2) (Edn. 11/17) - Framework Agreements

DEFCON 658 (SC2) (Edn. 11/17) - Cyber

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

DEFCON 659A (Edn. 02/17) - Security Measures

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 694 (SC2) (Edn. 08/18) - Accounting For Property of the Authority

DEFCON 697 (SC2) (Edn. 10/13) - Contractors on Deployed Operations

Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the Contract.

46. The special conditions that apply to this Contract are:

Performance of Work

a. The Contractor shall perform all activities under the Contract in accordance with the Statement of Technical Requirements (SOTR) at Schedule 9.

47. The processes that apply to this Contract are:

a. Tasking Process

(1) All services to be provided under Item 1 of Schedule 2 (Schedule of Requirements) shall be conducted against serially numbered tasks that have been fully authorised by the Authority using the Task Authorisation Form (TAF) at Schedule 11, in accordance with the processes set out at in this Clause 47a. Each TAF raised shall be serially numbered in the 000 series, commencing 001. Such numbers shall be quoted in all associated correspondence and documentation.

(2) Annex A to Schedule 11 (List of Authorised Task Authorisation Forms) shall be amended periodically, to record all authorised TAFs under the Contract.

(3) The authorisation of work under the Contract shall be subject to the processes at Clauses 47a. (4) and 47a. (5) as follows:

(4) Routine Tasks

(a) For Routine tasks, where attendance of the Contractor is required at the task location within 21 calendar days from issue of the Part A TAF requirement by the Authority, the authorisation of services to be provided under Item 1 of Schedule 2 (Schedule of Requirements) shall be subject to the following process:

(i). The Authority's Project Manager, will initiate initial activity through completion of Part A of the TAF (Schedule 11), requesting the Contractor to provide a Firm Price proposal to satisfy the requirement detailed at Part A.

(ii). The Contractor shall provide a Firm Price proposal through completion of Part B of the TAF and submit such proposal to the Authority's Commercial Manager and Project Manager, or their authorised representatives. Such proposal shall be subject to the pricing provisions of Condition 35.- Contract Price and Schedule 10 - Schedule of Prices. Such proposal shall be provided within 7 calendar days of the date of issue of Part A.

(iii). Subject always to the acceptability of the Contractor's proposal to the Authority, the Contractor shall not commence work until the TAF has been formally authorised by the Authority's Commercial Manager, or his authorised Commercial representative, through completion of Part D.

(iv). Upon completion of services or the delivery of articles under an authorised TAF, the Contractor shall declare such completion to the Authority's Project Manager through completion of Part E. Subject to the tasked activity having been completed to the Authority's Project Manager's, or his authorised representative's, satisfaction, evidenced by the Authority's completion of Part F, the Contractor may submit his claim for payment in accordance with Condition 36. – Payment and Recovery of Sums Due.

(5) Short Notice Tasks

(a) Subject to the provisions of Clause 47a.(5)(b) below, for Short Notice tasks, where attendance of the Contractor is required at the task location within 5 calendar days from issue of the Part A TAF requirement by the Authority, the authorisation of services to be provided under Item 1 of Schedule 2 (Schedule of Requirements) shall be subject to the following process:

(i). The Authority's Project Manager, will initiate initial activity through completion of Part A of the TAF (Schedule 11), requesting the Contractor to provide a Firm Price proposal to satisfy the requirement at Part A.

(ii). The Contractor shall provide a Firm Price proposal through completion of Part B of the TAF and submit such proposal to the Authority's Commercial Manager and Project Manager, or their authorised representatives. Such proposal shall be subject to the pricing provisions of Condition 35.- Contract Price and Schedule 10 (Schedule of Prices). Such proposal shall be provided within 2 calendar days of the date of issue of Part A.

(iii). Subject always to the acceptability of the Contractor's proposal to the Authority, the Contractor shall not commence work until the TAF has been formally authorised by the Authority's Commercial Manager, or his authorised Commercial representative, through completion of Part D.

(iv). Upon completion of services or the delivery of articles under an authorised TAF, the Contractor shall declare such completion to the Authority's Project Manager through completion of Part E. Subject to the tasked activity having been completed to the Authority's Project Manager's, or his authorised representative's, satisfaction, evidenced by the Authority's completion of Part F, the Contractor may submit his claim for payment in accordance with Condition 36. – Payment and Recovery of Sums Due.

(b) In recognition that the timescale for delivery of Short Notice tasks may preclude the prior approval of a TAF in accordance with Clause 47a.(5)(a), the Authority's Project Manager or his authorised representative may, exceptionally and at the Authority's sole discretion, by written email,

communicate the Part A task requirement to the Contractor and the Contractor shall conduct such Short Notice task on the subsequent written email instruction of the Authority's Project Manager or his authorised representative, subject always to the Maximum Prices and provisions set out at Clauses 47a.(5)(b)(i) to 47a.(5)(b)(vi) below:

(i). For tasks within required locations covered by Schedule 10, line 1a, a Maximum Price (in £GBP) equal to 1 (one) day times the "Firm Price for an HSE Compliant Dive Team comprising a maximum of 6 (six) personnel" detailed therein.

(ii). For tasks within required locations covered by Schedule 10, lines 1b to 1h and under a 150 mile return trip (75 miles each way) from the Contractor's or Subcontractor's nearest operating base, a Maximum Price (in £GBP) equal to 1 (one) day times the "Firm Price for an HSE Compliant Dive Team comprising a maximum of 6 (six) personnel" applicable to that location and detailed therein.

(iii). For tasks within required locations covered by Schedule 10, lines 1b to 1h and in excess of a 150 mile return trip (75 miles each way) from the Contractor's or Subcontractor's nearest operating base, a Maximum Price (in £GBP) equal to 1 (one) day times the "Firm price for an HSE Compliant Dive Team comprising a maximum of 6 (six) personnel", plus 6 (six) times the "Firm price for Mobilisation and De-Mobilisation (per person)", both applicable to that location and detailed therein.

(iv). For tasks within required locations covered by Schedule 10, line 2 and under a 150 mile return trip (75 miles each way) from the Contractor's or Sub-contractor's nearest operating base, a Maximum Price (in £GBP) equal to 1 (one) day times the Mean Average of the "Firm Price for an HSE Compliant Dive Team comprising a maximum of 6 (six) personnel" prices applicable to Schedule 10, lines 1b to 1h and detailed therein i.e. £8,550 Maximum Price.

(v). For tasks within required locations covered by Schedule 10, line 2 and in excess of a 150 mile return trip (75 miles each way) from the Contractor's or Sub-contractor's nearest operating base, a Maximum Price (in £GBP) equal to 1 (one) day times the Mean Average of the "Firm price for an HSE Compliant Dive Team comprising a maximum of 6 (six) personnel" prices, plus 6 (six) times the Mean Average of the "Firm price for Mobilisation and De-Mobilisation (per person)" prices, both applicable to Schedule 10, lines 1b to 1h and detailed therein i.e. £8,550 plus £3,421 = £11,971 Maximum Price.

(vi). Such Maximum Prices shall remain in full force and effect and shall remain the only price payable by the Authority in respect of a Short Notice task undertaken in accordance with Clause 47a.(5)(b) until such time as a TAF has been formally approved by the Authority's Commercial Manager, or his authorised Commercial representative. TAF Part A for such tasks shall be provided to the Contractor within 2 (two) working days of the instruction provided at Clause 47 a.(5)(b) and the TAF shall be completed otherwise in accordance with Clause 47a.(5)(a).

(6) In the event that;

(a) the Contractor is unable to undertake an authorised TAF, either wholly or in part, for circumstances beyond his control and which the Contractor could not reasonably have foreseen, they shall immediately notify the Authority's Project Manager, giving reasons, and where appropriate, recommendations. Where the tasked activity cannot be completed by the Contractor, the Authority may, at its discretion, cancel the TAF, upon which the Authority will meet the Contractor's reasonably incurred costs, which shall be mutually agreed between the Contractor and the Authority.

or;

(b) an authorised TAF is cancelled by the Authority within 48 hours of the planned commencement of the task, the Authority will meet the Contractor's reasonably incurred costs, which shall be mutually agreed between the Contractor and the Authority.

b. Options

(i) The Contractor hereby grants the Authority one irrevocable option to extend the Contract duration by one additional year, it being agreed that the Authority has no obligation to exercise such option.

(ii) For the purposes of Condition 35. – Pricing and Payment, the Firm Prices and/or charging rates applicable to the option year shall be those detailed at Schedule 10 (Schedule of Prices).

(iii) The Authority may exercise the option set out in Clause 47.b.(i). above, provided the Authority exercises any such option no later than 3 (three) months prior to the end of the contract.

c. Marking of documents

(i) The Contractor shall mark all reports and deliverables with the following wording:

"The rights in this document are the property of SeaTec UK Limited. It has been produced for the UK Secretary of State for Defence under Contract Number S&MOCB/3374 and is subject to DEFCON 90 Edn11/06."

(ii) Where reports contain video footage, the Contractor shall provide a cover sheet referencing the file name of the video footage and containing the wording specified in Clause 47.c.(i).

S&MOCB/3374
Provision of Underwater Engineering Services

Contract Schedules

The Schedules that apply to this Contract are:

Schedule 1	Definitions of Contract
Schedule 2	Schedule of Requirements
Schedule 3	Contract Data Sheet Annex A to Schedule 3 (DEFFORM 111)
Schedule 4	Contract Change Process (in accordance with clause 6.b)
Schedule 5	Contractor's Commercially Sensitive Information Form
Schedule 6	Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract
Schedule 7	Timber and Wood-Derived Products Supplied under the Contract: Data Requirements for Contract No: S&MOCB/3374
Schedule 8	Acceptance Procedure
Schedule 9	Statement Of Technical Requirements (SOTR)
Schedule 10	Schedule of Prices
Schedule 11	Task Authorisation Form (TAF) Annex A to Schedule 11 - List of Authorised Task Authorisation Forms (TAFs)
Schedule 12	Transfer of Undertakings (Protection of Employment) - (TUPE)
Schedule 13	Contractors On Deployed Operations (CONDO) Form 1 (CF1)
Schedule 14	Extract from BR2806(1) for Nuclear Diving Requirements
Schedule 15	Contract Deliverables
Schedule 16	Risk and Opportunity Management Plan (ROMP)
Schedule 17	Security Plan
Schedule 18	Quality Plan
Schedule 19	Health, Safety and Environmental Protection Plan (HS&EPP)

Schedule 1 - Definitions of Contract for Contract No: S&MOCB/3374

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of

Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor

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

Contractor Commercially Sensitive Information

means the Information listed in the completed Schedule 5 (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 goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control

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

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET

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

Crown Use

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

Dangerous Goods

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

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;

Primary Packaging Quantity (PPQ)

means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Recycled Timber

means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:

- a. pre-consumer reclaimed wood and wood fibre and industrial by-products;
 - b. post-consumer reclaimed wood and wood fibre, and driftwood;
 - c. reclaimed timber abandoned or confiscated at least ten years previously;
- it excludes sawmill co-products;

Safety Data Sheet

has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

Schedule of Requirements

means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);

STANAG 4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

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

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

Not applicable

OFFICIAL SENSITIVE - COMMERCIAL (when complete)

Schedule 2 - Schedule of Requirements for Contract No: S&MOCB/3374

For Provision of Underwater Engineering Services

Item Number	Contractor Deliverables	Notes to Supplier	Firm Price £ (ex-VAT)
1	Provision of Underwater Engineering Services in accordance with the Statement of Technical Requirements at Schedule 9 as may be tasked, on a case by case basis, in accordance with Condition 47 a.		All tasks shall be Firm priced in accordance with Conditions 35 and 47 a. and Schedule 10 – Schedule of Prices

Schedule 3 – Contract Data Sheet for Contract No: S&MOCB/3374

General Conditions

Condition 2 – Duration of Contract:

This Framework Agreement shall run for a Firm period of 2 (two) years from the date of contract award

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

Scots Law ☐ clause 4.d shall apply (one must be chosen)

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

N/A

Condition 8 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: DES Ships Comrcl–SALMO-1a (as per DEFFORM 111)

Project Manager: DES SALMO UWE - Mgr (as per DEFFORM 111)

Condition 19 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: DES Ships Comrcl–SALMO-1a (as per DEFFORM 111)

Contractor: SeaTec UK Limited, Warrior Close, Chandlers Ford, Eastleigh, Hampshire, SO53 4TE. Email: [redacted]

Notices can be sent by electronic mail? ☒ (tick as appropriate)

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Progress and Performance Review Meetings

Frequency: Quarterly

Location: Authority offices, MOD Abbey Wood, Bristol, Contractor offices, or remotely via teleconference

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Contract Progress Reports

Frequency: Quarterly, coincident with Progress and Performance Review Meetings

Reports shall be Delivered to the following email addresses:

[redacted]

[redacted]

Supply of Contractor Deliverables**Condition 21 – Quality Assurance:**

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

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 – 'NATO Requirements for Deliverable Quality Plans' and delivered to the Authority (Quality) within 6 weeks 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.

Other Quality Assurance Requirements:

DEFSTAN 05-061 Part 1 – Concessions

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

Deliverables shall be marked in accordance with Condition 47.c.

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, 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:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

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

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date: within 30 business days of Contract Award

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☒ (tick as appropriate)

Applicable to Line Items: 1

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

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

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

ALL

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

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

N/A

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

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

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Consignee details (in accordance with condition 23):

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Condition 30 – Rejection:

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

The time limit for rejection shall be _____ Business Days.

Condition 32 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

N/A

Pricing and Payment**Condition 35 – Contract Price:**

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

Line Items N/A _____ Clause 46. _____ refers

Termination**Condition 42 – Termination for Convenience:**

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

~~The Notice period for termination shall be _____ Business Days~~

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

See Annex A to Schedule 3 (DEFFORM 111)

1. Commercial Officer

Name: [redacted]

Address: Ash 2a, #3212, MOD Abbey Wood, Bristol BS34 8JH

Email: [redacted]

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

Name: [redacted]

Address: Ash 2a, #3212, MOD Abbey Wood, Bristol BS34 8JH

Email: [redacted]

3. Packaging Design Authority

Organisation & point of contact:

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

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

Branch/Name: Please see Box 2

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

Project Manager in Box 2

6. INTENTIONALLY BLANK

7. Quality Assurance Representative:

Gary Moss, DES Ships MPS-QA-2

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.dif.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:

As specified in TAF Part A

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Armcott

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

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

***NOTE**

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No:
S&MOCB/3374**

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this 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 clause 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 6 (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 4b.(1) above.

5. Contractor Changes

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 3b above, and the process at Clause 4 above shall apply.

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for
Contract No: S&MOCB/3374**

Contract No: S&MOCB/3374
Description of Contractor's Commercially Sensitive Information: [redacted]
Cross Reference(s) to location of sensitive information: [redacted]
Explanation of Sensitivity: [redacted]
Details of potential harm resulting from disclosure: [redacted]
Period of Confidence (if applicable): 5 years
Contact Details for Transparency / Freedom of Information matters: Name: [redacted] Position: General Manager Address: Warrior Close, Chandlers Ford, Eastleigh, SO53 4TE Telephone Number: [redacted] Email Address: [redacted]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: S&MOCB/3374

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

Contract No: S&MOCB/3374

Contract Title: Provision of Underwater Engineering Services

Contractor: SeaTec UK Limited

Date of Contract: 06 August 2021

* 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)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1; #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data
Requirements for Contract No: S&MOCB/3374**

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

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

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: S&MOCB/3374

Acceptance of Contractor Deliverables shall be in accordance with Condition 29 – Acceptance and Condition 47 (a) Tasking Process.



Ministry
of Defence



SALMO
Salvage & Marine Operations

Schedule 9

S&MOCB/3374

**Provision of Underwater
Engineering Services**

Statement of Technical Requirements

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Glossary

Acronym	Definition
ACOP	Approved Code of Practice
BPSS	Baseline Personnel Security Standard
CofC	Certificate of Conformity
CONDO	Contractors on Deployed Operations
COTS	Commercial Off The Shelf
DAWR	Diving At Work Regulations
DEFCON	Defence Condition
Def-Stan	Defence Standard
EP	Environmental Protection
H&S	Health and Safety
HSE	Health and Safety Executive
IMCA	International Marine Contractors Association
IRR	Ionising Radiation Regulations
ISO	International Organisation for Standardisation
MoD	Ministry of Defence
POC	Point Of Contact
ROMP	Risk and Opportunity Management Plan
S&EP	Safety and Environmental Protection
SALMO	Salvage and Marine Operations
SDP	Service Delivery Plan
SofS	Secretary of State
SOTR	Statement Of Technical Requirements
SQEP	Suitably Qualified and Experienced Personnel
TAF	Task Authorisation Form
UES	Underwater Engineering Services
UK	United Kingdom
UK TTW	United Kingdom Territorial Waters
UWILD	Underwater Inspection in Lieu of Docking

Underwater Engineering Services Statement of Technical Requirements

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
	Underwater Engineering Services			
1.1	The Contractor shall provide Underwater Engineering Services (UES) on request from the Authority. All UES shall be delivered using Suitably Qualified and Experienced Personnel (SQEP) and equipment compliant with or exceeding UK Legislation.	The Contractor shall provide UES to the satisfaction of the Authority in line with agreed scope of work, and procedures where applicable.	100% of works	Underwater Engineering Services shall include, but not be limited to, those listed as essential at ANNEX A to this SOTR.
1.2	For each task the Contractor shall deliver to the Authority a suitable Risk Assessment and Method Statement in line with the Diving at Work Regulations 1997 (DAWR) for review by the Authority prior to task mobilisation.	A suitable Risk Assessment and Method Statement shall be delivered to the Authority no less than 5 working days prior to Routine task mobilisation, or no less than 2 days prior to Short Notice task mobilisation. (This period must be sufficient for method statement review by the Authority and amendment by the Contractor if required by the Authority)	100% of works	The Diving at Work Regulations 1997, Regulation 8
1.3	As a minimum, the Contractor shall provide UES in compliance with all UK legislation, regulations, and standards including but not limited to those stated in ANNEX B and all applicable amendments. Where host nation legislation is more robust (exceeding UK legislation) it should be followed where reasonably practicable.	The Contractor shall provide evidence of safety management and safe working practices through comprehensive dive planning, proven from time to time by dive safety assurance audits.	100% of works	ANNEX B

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
1.4	The Contractor shall have, or shall achieve and maintain, approved service supplier status from Lloyd's and DNV GL for the duration of the Contract to carry out Class surveys and inspections, including, but not limited to, Under Water Inspection In Lieu of Docking (UWILD).	The Contractor shall maintain approved service supplier status for the duration of the Contract.	The Contractor shall achieve and maintain approved service supplier status for the duration of the contract. The Contractor shall achieve, approved service supplier status by no later than 3 months after contract award.	
1.5	The Contractor shall deliver HD quality underwater photography and videography, as requested by the Authority, as part of Final reports/media. Soft copy reports shall be supplied in pdf or Microsoft compatible formats. Photographs shall be supplied in JPEG format. Video shall be supplied in MP4 format. Media shall be sent by password protected DVD/CD or approved internet/intranet transmission.	The Contractor shall issue Final reports/media to the Authority. The Final reports shall be received by the Authority within 7 (seven) days of task completion. The Contractor shall issue a minimum of Quantity x2 (two) copies of each Final report/media to the Authority address stated in Schedule 11 of the Contract - Task Authorisation Form (TAF).		The Authority may from time to time require that CCTV/photography is not used during UES tasks to meet specific security requirements. This will be communicated within the detail of the TAF.
1.6	At the site of the UES operation, the Contractor shall perform minor repairs, maintenance and modification of equipment and tooling used in the delivery of underwater engineering services as agreed or directed by the Authority.	The Contractor shall perform minor repairs, carry out maintenance or modification of equipment and tooling used in the delivery of underwater engineering services.		Minor repairs, maintenance and modification activities will include but not be limited to replacement of gaskets, seals, anodes, hoses, repair of threads and removal of material, redrilling, as agreed with or directed by the Authority.
1.7	The Contractor shall supply miscellaneous and/or consumable Commercial Off The Shelf (COTS) items to support UES.	The Contractor shall ensure that all miscellaneous and/or consumable Commercial Off The Shelf (COTS) items provided to support UES are supplied as per specification agreed with the Authority in accordance with Contractor Quality procedures.		Supply of engineering sundries (including but not limited to nuts, bolts, sealants, gaskets).

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
1.8	The Contractor shall deliver Final reports/media where required at TAF Part A to evidence that tasks have been fully completed in accordance with task requirements and, where required, Authority approved procedures.	The Contractor shall demonstrate full completion of tasks with photographic and/or video evidence, completed QA checklist within any Authority approved procedure, and Final report, as required by the Authority specified in Part A of the Task Authorisation Form (TAF) and in accordance with timescales at SOTR ID 1.5		
1.9	The Contractor shall provide underwater hull cleaning services using equipment suitable for foul release coating systems.	The Contractor shall ensure provision of photographic and/or video evidence detailing pre and post hull clean condition.		Closed circuit hull cleaning services may be requested by the Authority from time to time depending on suitability for the application and venue.
1.10	The Contractor shall perform propeller polishing services to a Rubert Grade A finish without causing damage to blade surfaces or removing any parent material.	The Contractor shall ensure provision of photographic and/or video evidence detailing pre and post propeller polish condition.	100% propeller fouling removal.	
1.11	The Contractor shall be compliant with the standards of the UK Association of Diving Contractors (ADC). For UK based diving activities, the Contractor's dive supervisor shall hold a current ADC diving supervisor scheme certificate.	The Contractor shall comply with ADC standards. All Contractor supervisors for UK operations shall be visible on the ADC list of certified supervisors.	All UK based supervisors on the ADC list of certified supervisors.	The Authority will carry out checks of the ADC list of certified supervisors for each task.
1.12	The Contractor shall carry out Audit Assurance of Sub-Contractors where required by the Authority.	The Contractor shall submit a copy of the Audit Assurance report to the Authority within x7 (seven) days of completion of the audit.		

ID	Requirement	Performance Measure	Deployability	Performance Target	Supplementary Information and References
2.1	The Contractor shall be on site and ready to perform Routine tasks within 21 days from issue of notification of task requirement by the Authority (TAF Part A Requirements).	The Contractor shall be on site ready to perform task within 21 days of notification of task requirement. Quotation for work (TAF Part B Proposal) shall be returned by the Contractor to the Authority within 7 days of task notification by the Authority.	All tasks supported within 21 days.	The Contractor shall make best endeavours to support exceptional tasks within a timeframe agreed by the Contractor and the Authority.	
2.2	For the Short Notice locations listed at ANNEX C, the Contractor shall be on site and ready to perform the Short Notice tasks in less than the Routine 21 days. The Authority may provide as little as 5 days' notice for the Contractor to attend these locations.	The Contractor shall be on site ready to perform the task 5 days from notification of task requirement by the Authority. Quotation for work (TAF Part B Proposal) shall be returned by the Contractor to the Authority within 2 days of task notification by the Authority.	All tasks supported within 5 and 20 days' notice as required by the Authority.	The Authority may provide between 5 and 20 days' notice for these Short Notice tasks. Anything under 5 days' notice shall be best endeavours for the Contractor to support within a timeframe agreed by the Contractor and the Authority. Short Notice locations are subject to change within a minimum of 4 months' notice from the Authority to the Contractor.	
2.3	The Contractor shall maintain a capability to undertake no less than 2 (two) concurrent global UES activities as required by the Authority.	The Contractor shall ensure 2 (two) or more concurrent tasks are completed to the satisfaction of the Authority in line with agreed scope of work and procedures where applicable, as required by the Authority.	Delivery of two concurrent global UES tasks.		
2.4	When deployed, the Contractor shall be self-contained and self-supporting, providing tools, logistic support, consumables and victuals to deliver the scope of the requirement.			The Authority shall have no obligation to provide tools, logistics support, victuals or consumables	

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
2.5	The Contractor shall ensure all deployed personnel have valid passports, visa and work permits, vaccinations, medical insurance, etc. where applicable for global deployments. Names of dive team personnel are to be supplied to the Authority no later than 5 days prior to task mobilisation.	For Routine tasks, the Contractor shall ensure that a list of dive team personnel is supplied to the Authority no later than 5 (five) days prior to task mobilisation. For Short Notice tasks, the Contractor shall supply a list of dive team personnel to the Authority as soon as reasonably practicable, but no later than 48 hours prior to commencement of the task.	5 days' notice for Routine tasks 48 hours + notice for Short Notice tasks.	
2.6	The Contractor shall be responsible for ensuring that all arrangements necessary for performance of the tasked activity are in place before commencement of the task, including but not limited to requirements of local authorities, including dive permissions and clearances.			
2.7	The Contractor shall be responsible for all travel and accommodation arrangements for all Contractor and Subcontractor personnel mobilising and demobilising to deliver the Underwater Engineering Services.			
2.8	Where necessary, the Contractor shall arrange the packaging and consignment of all equipment to comply with customs and freight handling requirements to perform the specified task.			
2.9	The Contractor shall be responsible for the provision of a suitable vessel in support of delivery of tasks, if required by the Authority.	If required by the Authority, the Contractor shall provide details to the Authority of any vessel to be used in support of delivery of the task.		

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
2.10	The Contractor shall be responsible for the provision all equipment and/or services in support of delivery of tasks.			

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
CONDO				
3.1	The Contractor shall conform with Contractors on Deployed Operations (CONDO) DEFCON 697 if required by the Authority for deployments to Operational Areas. The Contractor shall identify and maintain a cadre of suitably trained deployable personnel who are able to meet these requirements.	CONDO trained personnel identified and available to deploy. Task specific risk assessments and CONDO Form 1 (CF1) delivered to Authority. For Routine tasks, the Contractor shall return the CF1 to the Authority within 48 hours of task notification (Contractor receipt of TAF Part A).	No issues of non-conformance	DEFCON 697 – Contractors on Deployed Operations. DEF STAN 05-129 Contractors on Deployed Operations (CONDO) processes and requirements. To be tasked in accordance with the contract. Note that the Contractor is only responsible for part of the CF1, completion of the full CF1 is a joint effort between Contractor and the Authority.
3.2	The Contractor shall complete a risk assessment for any personnel deployed to Operational Areas.	Delivery of risk assessment with CF1.		

ID	Requirement	Assurance		Performance Target	Supplementary Information and References
		Performance Measure	Assurance		
4.1	The Contractor shall carry out ALL Underwater Engineering Support (UES) diving activities under this contract IAW the UK Diving at Work Regulations 1997 (DAWR97). This requirement extends to any sub-contracted support that may be utilised by the Prime Contractor to support diving activities globally.	Preliminary desk-based audit to assess the Company Diving Safety Management System (DSMS) carried out by the Authority.		Full compliance	Diving at Work Regulations 1997
4.2	The Contractor shall understand and routinely follow the guidance set out in the current (updated in 2014) Commercial Diving Projects Inland/Inshore Approved Code of Practice (L104). The Contractor shall also ensure that any sub-contractor is familiar (and can demonstrate compliance) with the ACOP prior to any diving operations taking place.	Contractor shall provide a practical on-site demonstration of a diving task.		Full compliance	The inland/Inshore ACOP describes preferred or recommended methods that can be used to comply with the DAWR1997. All diving shall be conducted using surface supply equipment only.
4.3	The Contractor shall demonstrate that it has a process in place to assess any proposed sub-contracted company (if utilised) with regards to its ability to operate to UK legislation	Quality assurance process audit / desk-based assessment at sub-contracted company office / on-site demonstration prior to task taking place. Prime Contractor to carry out these audits on any sub-contracted company utilised.		Full compliance	This may also be validated by SALMO SQEP particularly where it is the initial task for a sub-contracted company
4.4	The Contractor shall conduct all operations on or near to nuclear powered submarines in accordance with the local requirements as identified and implemented by the platform or nuclear facility. Adherence to SI 2017/1075, 'Ionising Radiations Regulations 2017' shall be required if applicable.	The Contractor shall carry out correct dive procedures IAW platform and facility requirements		Compliance with IRR 2017 where applicable. Compliance with platform and facility procedures and policies	BR2806(1)-Nuclear Diving_Requirements.docx at Schedule 15

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
4.5	The Contractor shall ensure that all members of the diving team (including sub contracted personnel) hold appropriate levels of professional qualification as detailed in the HSE List of Approved Diving Qualifications associated with the Diving at Work Regulations 1997.	The Contractor shall ensure application of diving assurance process.		
4.6	The Contractor shall ensure that all divers hold an in-date certificate of medical fitness to dive. For overseas diving activities, divers not holding a medical certificate of fitness to dive issued by an HSE medical examiner of divers shall be medically certificated in accordance with IMCA Information Note D20/01 issued July 2001 and any subsequent amendments thereto.	The Contractor shall ensure application of diving assurance process.		
4.7	The Contractor shall make personnel, practices, dive sites and premises available for a spot inspection of compliance with 24 hours' notice.	The Contractor shall provide free and unfettered access to the Authority for the purposes of the inspections	24 hours' notice	The Contractor shall not inhibit or prevent the accessing of dive sites and premises for MOD sponsored spot audits which form part of the MOD's programme of quality and safety assurance
4.8	The Contractor shall ensure that all operations conducted on behalf of the MOD, outside of UK Territorial Waters (TTW), are delivered in accordance with regulations and guidance equivalent to, or better than UK legislative requirements for safety and environmental protection.	On site audit as described in Performance Measures for 4.2 and 4.3.	Compliance with Secretary of State Policy Statement and UK Health and Safety (H&S) and Environmental Protection (EP) legislation when operating overseas	The SoFS for Defence requires that: Within the United Kingdom (UK) MOD complies with all applicable H&S and EP legislation. Overseas MOD applies UK standards and arrangements where reasonably practicable and, in addition, respond to host nations' relevant H&S and EP expectations. Note: This includes compliance with local diving regulations and qualifications.

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
		Security		
5.1	The Contractor shall make personnel, personal belongings, equipment, procedures and facilities available for spot security inspections without notice, at the discretion of the Authority.	The Contractor shall provide free and unfettered access to the Authority for the purposes of spot security inspections.		
5.2	The Contractor shall maintain a cadre of SQEP-diver personnel holding UK security clearance (or equivalent for foreign nationals) who are able to deploy in order to deliver UES within the UK and worldwide. Any UK or foreign national personnel who require access to classified information should be confirmed to hold required security clearance.	The Contractor shall ensure Baseline Personnel Security Standard (BPSS) as a minimum. The Contractor shall ensure all security clearances are managed and recorded appropriately. The Contractor shall ensure all Security Clearance Records are presented to Authority on request. Where BPSS cannot be achieved for foreign nationals, the Contractor shall ensure that all possible verification checks are completed, and assurance should be provided to the Authority in accordance with requirement 5.5.		
5.3	The Contractor shall gain and maintain Facility Security Clearance (List X) status for any facilities where material will be held/stored or processed at SECRET or above		Facility Security Clearance (List X) achieved within 12 weeks of contract award and maintained for the duration of the Contract	At a minimum this will require the Contractors "planning site" (normally Head Office) and repair facility to have List X status.

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
5.4	The Contractor shall maintain a suitable number of UK based personnel with Security Check (SC) security clearance to manage day to day task management and planning which requires access up to SECRET information.	The Contractor shall ensure provision of UK based SC cleared Point of Contact to assist with task planning. The Contractor shall ensure provision of a consistent SC cleared POC during office hours throughout the duration of the Contract.		
5.5	The Contractor shall provide a minimum of one SC personnel on site for task duration. The SC cleared personnel shall be responsible for upkeeping the integrity of classified information and providing assurance to the Authority that onsite personnel verification checks have been completed. All classified media captured during task duration should be held, stored and processed by the SC personnel.	The Contractor shall ensure all security protocols and procedures are upheld. The Contractor may be subject to on-site security audits.		In this context, classified information may include access to OFFICIAL, OFFICIAL SENSITIVE, and SECRET information as described in the Government Security Classifications document.
5.6	The Contractor shall ensure that OFFICIAL, OFFICIAL-SENSITIVE, and SECRET information and material is protected in a manner to promote discretion to avoid unauthorised access. The Contractor shall take every effort to prevent loss or compromise of information or deliberate opportunistic attack. As soon as it is no longer required, OFFICIAL information/material shall be destroyed in such a way to make reconstitution impossible (through a shredder or burning). Information that cannot be destroyed in this manner must be returned to the Authority.	The Contractor shall ensure all security protocols and procedures are upheld. The Contractor may be subject to on-site security audits. The Contractor shall ensure that all media is appropriately protected.	Fully Compliant	Areas where classified material is being housed should have the necessary checks and physical barriers to prevent access by unauthorised personnel.

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
Quality				
6.1	The Contractor shall deliver, maintain and implement a Risk & Opportunity Management Plan (ROMP) in accordance with BS EN 62198:2014 Managing Risk in Projects - Application Guidelines (or an equivalent industry standard). The ROMP shall provide a top-level view of how risks are identified, assessed, managed and reviewed. The ROMP shall identify the top 10 risks for the delivery of the contract.	Fully developed ROMP maintained to the satisfaction of the Authority, reviewed at a minimum quarterly.	ROMP to be agreed with the Authority by Contract Award and only modified with pre-agreement of the Authority. Maintained quarterly thereafter.	BS EN 62198:2014 Managing Risk in Projects - Application Guideline As guidance, the ROMP should be a brief document (2-3 pages expected).
6.2	The Contractor shall provide and maintain a Security Plan which is to be maintained during the life of the contract.	Fully developed Security Plan maintained to the satisfaction of the Authority and reviewed annually. The document should provide a top-level view of how the contractor intends to manage security related aspects of the work they are contracting i.e. Security Clearances, management of classified information in the UK and overseas.	Security Plan approved by the Authority by Contract Award, modified with agreement from the Authority within 6 weeks of Contract Award and maintained annually thereafter.	DEFCON 76 - Contractor's Personnel at Government Establishments DEFCON 531 - Disclosure of Information. DEFCON 658 - CYBER DEFCON 659A - Security Measures DEFCON 660 - Official Sensitive Security Measures

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
6.3	<p>The Contractor shall develop, maintain and provide to the Authority a Quality Plan in accordance with Reference E: AQAP-2105 NATO Requirements for Deliverable Quality Plans. Quality Plan to include, but not limited to:</p> <ul style="list-style-type: none"> a) an outline programme of quality assurance activities with clearly identified major Quality Assurance events b) How the Contractors company procedures, processes, standards and/or codes of practice will satisfy the contract requirements c) proposals/drafts for any contract specific procedures d) details of their deficiency report reporting procedures 	Fully developed Quality Plan maintained to the satisfaction of the Authority and reviewed annually	Fully developed Quality Plan issued within 6 weeks of contract award and maintained to the satisfaction of the Authority	<p>DEFCON 602A - Quality Assurance (With Deliverable Quality Plan)</p> <p>AQAP 2105 - NATO Requirements for Quality Plans, Edition 2, November 2009</p>
6.4	<p>The Contractor shall provide and maintain a Health, Safety & Environmental Protection Plan complying with the requirements of ISO 45001:2018 Occupational Health and Safety Management Systems and ISO 14001:2015 EMAS (as superseded from time to time) or equivalent, which shall cover all aspects of the Service Provision.</p>	Work to be completed to the satisfaction of the Authority's nominated representative	HS&EP Plan approved by the Authority by Contract Award, modified with agreement from the Authority within 6 weeks of Contract Award, implementation reviewed ad hoc on a task-by-task basis and the System maintained at least annually.	<p>ISO 14001:1996 EMAS and OHSAS 18001 Occupational Health and Safety Management Systems S&EP Plan to include how the Contractor will manage and keep abreast of current and future safety and environmental legislation applicable to the contract delivery</p>
6.5	<p>The Contractor shall manage any major or minor non-conformities with the contract in line with Def Stan 05-061 Issue 6 Part 1 - Concessions.</p>	Major non-conformities to be reported to the Authority immediately. Minor non-conformities to be managed and recorded appropriately.		Def Stan 05-061 Issue 6 Part 1 - Concessions.

ID	Requirement	Performance Measure	Performance Target	Supplementary Information and References
6.6	The Contractor shall provide any working parties in accordance with DEF Stan 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties		Full Compliance.	DEF Stan 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties
6.7	The Contractor shall provide a Certificate of Conformity (CofC) in accordance with DEFCON 627 as specified within the communicated task scope.	CofC to be part of final report delivered to the Authority.		DEFCON 627
6.8	The Contractor shall comply with Def Stan 05-135 Issue 1 - (Avoidance of Counterfeit Materiel).		Full Compliance.	Def Stan 05-135 Issue 1 - (Avoidance of Counterfeit Materiel).

ANNEX A to Schedule 9 – UNDERWATER ENGINEERING SERVICES

UES Categories	Essential / Desirable	Underwater Engineering Service
Inspection	Essential	In Water Surveys (PSSC, Lloyds Register, DNV GL) Underwater thickness readings Hull fouling inspection Inspection of all underwater areas of a ship's hull, systems, fittings, and penetrations Shaft wear down readings Rudder Pintle Clearances Swim throughs Hull/Hull fitting NDE and Damage assessment Dock block alignment
	Desirable	Laser Mapping / Photogrammetry Diverless Hull fouling inspection ROV/Remote Visual Inspection
Husbandry Tasks	Essential	Hull Cleaning Propeller polishing Seachest/grid clearance Suctions/Discharge Cleaning Bow thruster/tunnel cleaning Sensor/transducer clean Anodes/ICCP clean Shaftline clean Shoreside Connections Fitting of submarine cooling water system strainers
	Desirable	Closed Circuit Hull Cleaning Closed Circuit Propeller Polishing
Repair and Maintenance	Essential	Rope guards - including repair, and full replacement. Fairing plates Propeller (cropping/straightening) Propeller/Propeller blade replacement Hull blanking/bunging Protective coating repairs Transducer/Sensor replacement Anode Replacement Stabiliser gland packing & bearing maintenance Stern seal replacement Underwater welding Tile replacement SONAR repairs Shell plating Rudder damage repair
	Desirable	
Supply	Essential	Tools and Rigging Miscellaneous components (nuts, bolts, sealants, coatings, etc)
	Desirable	Hull Aperture Blanks Cofferdams
Other Dive Tasks		Recovery of objects

ANNEX B to Schedule 9 – LEGISLATION

LEGISLATION		
Title	Year	Subject
<u>Classification, Labelling and Packaging of Chemicals (Amendments to Secondary Legislation) Regulations 2015</u>	2015	Chemicals, Packaging
<u>Confined Spaces Regulations 1997</u>	1997	Confined spaces
<u>Control of Noise at Work Regulations 2005</u>	2005	Noise
<u>Control of Substances Hazardous to Health (Amendment) Regulations 2003</u>	2003	COSHH
<u>Control of Substances Hazardous to Health (Amendment) Regulations 2004</u>	2004	COSHH
<u>Control of Substances Hazardous to Health Regulations 2002</u>	2002	COSHH
<u>Control of Vibration at Work Regulations 2005</u>	2005	Vibration
<u>Dangerous Goods in Harbour Areas Regulations 2016</u>	2016	Dangerous substances (fire and explosion)
<u>Dangerous Substances (Notification and Marking of Sites) Regulations 1990</u>	1990	Dangerous substances
<u>Dangerous Substances and Explosive Atmospheres Regulations 2002</u>	2002	Dangerous substances (Fire and explosion)
<u>Diving at Work Regulations 1997</u>	1997	Diving
<u>Electricity at Work Regulations 1989</u>	1989	Electrical safety
<u>Environment Act 1995</u>	1995	Environment
<u>Environmental Protection Act 1990</u>	1990	Pollution Control
<u>Health and Safety (Consultation with Employees) Regulations 1996</u>	1996	Workers
<u>Health and Safety (First-Aid) Regulations 1981</u>	1981	First aid
<u>Health and Safety (Safety Signs and Signals) Regulations 1996</u>	1996	Safety Signs
<u>Health and Safety at Work etc. 1974 (Application outside Great Britain) Order 2013</u>	2013	Offshore
<u>The Ionising Radiations Regulations 2017</u>	2017	Radiation
<u>The Invasive Alien Species (Enforcement and Permitting) Order 2019</u>	2019	Environmental Protection: Invasive Species
<u>Lifting Operations and Lifting Equipment Regulations 1998</u>	1998	Work equipment
<u>Management of Health and Safety at Work Regulations 1999</u>	1999	Risk
<u>Manual Handling Operations Regulations 1992</u>	1992	Manual handling
<u>Personal Protective Equipment at Work Regulations 1992</u>	1992	
<u>Pressure Systems Safety Regulations 2000</u>	2000	General
<u>Provision and Use of Work Equipment Regulations 1998</u>	1998	Work equipment
<u>Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013</u>	2013	RIDDOR
<u>Work at Height (Amendment) Regulations 2007</u>	2007	Falls from height
<u>Work at Height Regulations 2005</u>	2005	Falls from height
<u>Work in Compressed Air Regulations 1996</u>	1996	Compressed air
<u>Workplace (Health, Safety and Welfare) Regulations 1992</u>	1992	See HSE home page

ANNEX C to Schedule 9 – HIGH READINESS LOCATIONS

HIGH READINESS LOCATIONS	
	[redacted]
	[redacted]
	[redacted]
	[redacted]
	[redacted]
	[redacted]
	[redacted]

Schedule 10 – Schedule of Prices for Contract No: S&MOCB/3374

Region (All locations)	Most Likely Locations	High Readiness Locations – (On- site within 5 days)	Firm price for HSE Compliant Dive Team comprising a maximum of six (6) personnel (per day)	One-off firm price fee for Short Notice tasks (On-site within 5 days)	Firm price for Additional Dive personnel (per day)	Firm price for all Mobilisation and De-Mobilisation (per person)	Firm price (initial Cleaning per day)
a United Kingdom	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
b Northern Europe (Scandinavian, Baltic, Germany, Netherlands and Belgium)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
c Southern Europe (Mediterranean Countries, Portugal and France)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
d Middle East	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
e South Africa	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
f Far East, Australia & Oceania	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
g North America and Caribbean	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
h Falkland Islands	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
All locations outside of the Regions specified at 1 to 11 above			At evidenced cost	At evidenced cost	At evidenced cost	At evidenced cost	At evidenced cost
Stand-down Rate for days (14) where no Contractor personnel are required for locations more than 75 miles from the Contractors nearest operating base			[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

A	Additional items and services as specified by the Authority Dive support vessel where required inclusive of port fees, all consumables, etc.	As required to support TAF
		Part A
		At evidenced cost
		At evidenced cost

[redacted]



SALMO
Salvage & Marine Operations

SALVAGE & MARINE OPERATIONS (SALMO)
S&MOCB/3374 - PROVISION OF UNDERWATER ENGINEERING SERVICES
TASK AUTHORISATION FORM

TAF Number:		Version Number:	
Contractor Name:		Authority Name:	SALMO UWE
Contractor Address:		Authority Address:	DE&S MOD Abbey Wood Bristol BS34 8JH

Part A1 – Task Requirements (To be completed by the requesting team/vessel and returned to SALMO UWE)			
Vessel Name:		Location:	
Berth:		Date(s):	To be communicated in separate correspondence
Vessel POC (including name, tel., role)			
Task details (To include all detailed requirements and statement of deliverables): 1. Conduct the following tasks: a) b) c)			
If deliverable report and CCTV required, state Quantity and BFPO or office address:			
Signed:	Post:	Grade:	
Print Name:	Tel:	Date:	

Part A2 – Task Requirements

(To be completed by SALMO UWE)

Please specify below the type of task

Short Notice Requirement	<input type="checkbox"/>
Routine Requirement	<input type="checkbox"/>

Part B1 & B2 – Detailed Proposal & Cost

(To be completed by the Contractor and returned to SALMO UWE)

Part B1 Detailed Proposal: To include confirmation of time scales and programme of works for all tasks, and full details and evidence in support of any costs included, where required, in Part B2 in relation to Schedule 10 lines 2, 4 or 5. Append separate sheets if necessary.

Part B2 Firm Price: To be priced in accordance with Schedule 10 (Schedule of Prices)

[illegible]

Schedule 11 – Task Authorisation Form for Contract No: S&MOCB/3374

Evidenced Costs – Append invoices/evidence of quotations in addition to Part B submission.			
Description	Cost (GBP)	Quantity	Sub Total
Total Firm Price:	£	Ex VAT	
Signed:	Position:		Date:
Print Name:	Tel:		

Part C1, C2, & C3 – Approvals (To be returned to SALMO UWE when complete)		
Part C1 – Technical Endorsement (to be completed by SALMO UWE)		
I confirm the Contractor's detailed proposal at Part B1 is Technically endorsed and that the quoted costs are considered commensurate with the work involved.		
Signed:	Post:	Grade:
Print Name:	Tel:	Date:
Part C2 – Budget Holder Approval		
I confirm that approval is given to proceed with this task and commit the funding detailed in Part B against this Task. It is also confirmed that the proposed expenditure is a proper and economic use of funds.		
Signed:	Post:	Grade:
Print Name:	Tel:	Date:
Part C3 – Financial Approval		
This proposal has been subjected to financial scrutiny in accordance with the guidelines set out in JSP 462, and the principles laid down in "Managing Public Money". I confirm that financial approval is given for the firm price detailed below and is within my delegated powers. The details below should be used for payment and the firm price should not be exceeded unless further approval is obtained.		
Firm Price £	Ex VAT	RA Code:
		VAT Code:
UIN:	LPC:	BLB:
Signed:	Post:	Grade:
Print Name:	Tel:	Date:

Schedule 11 – Task Authorisation Form for Contract No: S&MOCB/3374

On completion of Part C, please return to the SALMO UWE team for placement of the task.

Email: DES SALMO-UWE-OPS (MULTIUSER) DESSALMO-UWE-OPS@mod.gov.uk

Part D – Authority to Proceed

(To be completed by SALMO Commercial Team)

Part D – Commercial Approval

I confirm that approval is given and that the Contractor is authorised to proceed with this task.

Signed:	Post:	Grade:
Print Name:	Tel:	Date:

Part E – Task Completion

(To be completed by the Contractor)

We declare that all work required under this TAF is complete.

Signed:	Position:
Print Name:	Tel: Date:

Part F – Confirmation of Task Completion

(To be completed by SALMO UWE Team)

I confirm that all work required under this TAF is complete.

CP&F Order No.		CP&F Receipt No.	
Signed:	Post:	Grade:	
Print Name:	Tel:	Date:	

ANNEX A – SNAP REPORT FORM		
(To be completed by the Contractor and returned to SALMO UWE within 48 hours of task completion)		
Dates/times on site:		
Full scope of work detailed at Part A completed? (Y/N):		
If no, details of any uncompleted work scope:		
Any issues encountered whilst on site? (Y/N):		
If yes, details of issues:		
Any unexpected vessel defects witnessed? (Y/N):		
If yes, details of defects (detailed photographs/CCTV to be submitted as part of final report):		
Signed:	Position:	
Print Name:	Tel:	Date:

Annex A to Schedule 11 – List of Authorised Task Administration Forms (TAFs) for Contract No. S&MOCB/3374

[illegible]

Schedule 12 - Transfer Regulations Employee Transfer Arrangements on Exit

for Contract No: S&MOCB/3374

1. DEFINITIONS

1.1 In this Schedule 12, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"Data Protection Legislation" means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 12 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 12 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
- (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 12 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

2.1.1 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 12 in respect of Transferring Employees.

2.1.2 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the

purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.

2.1.3 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.3 of this Schedule 12.

2.1.4 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 12 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Transferring Employees

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Transferring Employees

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "Unexpected Transferring Employee") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

(v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

(vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

(a) any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;

(b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 12 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of this Schedule 12, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 12, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;

- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 Information to be provided within 14 days following a Transfer Date:

1.7.1 Performance Appraisal

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay

Schedule 13 – CONDO Form 1 for Contract No. S&MOCB/3374

CONDO FORM 1 – NOTIFICATION OF INTENT TO DEPLOY CONTRACTORS
(To be completed at least 14 days prior to deployment)

OPERATION AREA (OA), PJOB or area designated by PJHQ Deploying to:

CONTRACT NUMBER (MOD Contract Number): S&MOCB/3374

Authorisation Serial no. (CMC use only):

PART 1 – UK Sponsor Branch Details (to be completed by Project CONDO Manager) Rank & Name: Appointment: Address: Tel No: E-mail:	DOR In Theatre Details Rank & Name: Appointment: Address: Tel No: E-mail:
PART 2 – Justification (Completed by the Project CONDO Manager) Provide a brief outline of the CONDO task of the Contractor and specify the Deployment locations (no mention of cost/value of the contract is to be made): DEFCON 697 Incorporated within the Contract? Yes/No* PT Leader or Equivalent: Signed: Name: Grade: Tel No: E-mail:	
PART 3 – Details of Contractor (completed by the Contractor in consultation with the Project CONDO Manager) (Numbers involved not named personnel) Contractor and Subcontractor: (Include Main & Subcontractor Names) Address(es): Tel No: Contractor agree to meet the following Deployment requirements for all CONDO personnel: Risk Assessment: Yes/No Security Clearance (BPSS/CTC for UKBC, BPSS for TCN): Yes/No	

Pre-Deployment Training: Yes/No

Pre-Deployment Medical: Yes/No

Complete the AFA 06 CIVILIAN SUBJECT TO-SERVICE DISCIPLINE FORM OF DESIGNATION (T-SL-DES01): Yes/No

Estimated Maximum number of CONDO personnel involved:

Location of CONDO Task (Expected Work Location(s)):

Point of Entry into OA /PJOB/Other area designated by PJHQ:

Date of expected arrival in OA/PJOB//Other area:

(enter: dd/mm/yyyy)

Approx. End Date:

(enter: dd/mm/yyyy)

24Hr Emergency Point of Contact (within UK): Name/Office:

Tel No:

PART 4 – Conditional Approval

To be signed by Appropriate Tasking Agency (i.e. Project CONDO Manager)
(Note. UNTIL COMPLETED, DO NOT FORWARD TO CONDO Mounting Cell)

Signed: (OF4 Minimum)

Rank & Name: Appointment:

Date (enter: dd/mm/yyyy):

**PART 5 – Contract Entitlement (entitlements subsumed within the contract)
(completed by Project CONDO Manager)**

Resource	Yes/No	Provided/Funded by
Accommodation		
Technical Accommodation		
Laundry		
Catering		
Welfare telephone & internet		
Welfare facilities, Gym, Shop		
Spiritual welfare services		
Compassionate Evacuation		
Strategic Air Transport		
Leave Rotation		
Tac AT		
Access to motor transport		
Fuel		
Non-Emergency care		
AEROMED Evacuation		
Repatriation of the dead		

PART 6 – Conditional Authority to Deploy

For Joint Operations or Active Service Deployments: CJO or nominated representative

For single Service Operations: C-in-C or nominated representative

Active/Non-Active Deployment* (* Delete as applicable)

**Conditional deployment of Contractors outlined in Part 3; subject to successful completion of all pre-deployment processes is:
Authorised/Not Authorised* (* Delete as applicable)**

Signed:
(on behalf of the Defence Council)

Rank & Name:

Date:

Tel No:

E-mail:

**ALL COMPLETED FORMS TO BE FORWARDED TO THE CMC
DES DSCOM-CSO CMC (MULTIUSER)**

PART 7 – Action by CMC

Signed:

Rank & Name:

Date:

Tel No:

E-mail:

Distribution by CMC:

Project CONDO Manager to distribute to the Contractor

DOR

Theatre Contractor Management Cell (or J4/J8 Staff)

Archive

**Schedule 14 – Extract from BR2806(1) for Nuclear Diving Requirements for
Contract No. S&MOCB/3374**

Diving in the Vicinity of Nuclear-Powered Vessels

a. Diving operations may be required on and around Nuclear Powered Vessels. When such operations are undertaken the vessel may be in either:

- (1) Plant State A.
- (2) Plant State B.

b. Generally operations are conducted when the vessel is in Plant State B or lower, although it is sometimes necessary to conduct operations when the vessel is in Plant State A and either critical or sub critical. Radiological and possible contamination hazards exist in both Plant States but it is in Plant State A that personnel are subject to the greatest risk. Divers borne on the books of the vessel concerned will be trained and aware of radiation hazards, however divers from other diving agencies may not be and this factor is to be borne in mind when planning operations and if necessary appropriate advice sought from the Base or vessels Health Physics Staff.

c. Health Physics Brief. A Health Physics brief for all diving team members must be given prior to their first dive on a nuclear-powered vessel and must include the following topics:

- (1) Principles of Radiation Protection.
- (2) Identification of the hazard i.e. the Reactor Compartment.
- (3) Declination of the hazard i.e. the area where divers will be at most risk.
- (4) Quantification of the hazard, based on Plant History and Polar Plots.

d. Pre-Dive Briefs. The diving team must receive a comprehensive brief from the vessels First Lieutenant, Officer/Petty Officer of the Day or Watch prior to the start of the dive. The team are also to be briefed by Health Physics Staff on the radiological implications of the dive, hazardous areas to avoid (if possible) and the time allowed on task if it is necessary to work in a hazardous area. A dosimetry brief and check similar to that given to personnel entering a radiation area must be given.

e. Control of Exposure. The control and exposure of all personnel to radiological hazards is to be managed in accordance with the As Low as Reasonably Practical (ALARP) principle.

f. Dosimetry. The following types of dosimeter, dependent on Base Area and individual vessel policy, are available for issue to diving teams:

- (1) Thermo Luminescent Dosimeter (TLD).
- (2) Quartz Fibre Dosimeter (QFD).
- (3) Electronic Digital Dosimeter (GAMMACOMMS).

g. TLD Issue. Each diver, when part of a CDU or Element that regularly work on Nuclear Powered vessels must have a personal TLD issued to him. The TLD is to be monitored each month by the Base Environmental Support Department (BESD). A similar system is enforced for a vessels own diving team when embarked.

h. Additional Monitoring. If diving operations are to take place and the reactor is critical (Plant State A); an additional TLD is to be issued to each diver undertaking the dive. On completion of diving operations, the additional TLDs used by the divers are to be despatched for immediate reading by the Defence Radiological Protection Service with a request for an immediate report. A dose against task is therefore

obtained and a comparison with a QFD or a Digital Dosimeter will be available.

i. General Conduct of Diving Operations. Before diving on any nuclear powered vessel the diving supervisor is to ensure that the base or vessel radiological safety staff are contacted to confirm the scope of the task and possible hazards. If not offered, guidance on correct dosimetry must be sought. Diving must not take place until the required level of dosimetry has been established.

j. Wounds and Cuts. Personnel are not to dive with open cuts, wounds, grazes or skin conditions. All cuts or wounds sustained during the dive are to be reported to the DRPS/Health Physics Staff immediately.

k. Diver Monitoring. On leaving the water divers are to be monitored for contamination. This is a potentially contentious area where consideration may have to be given to monitoring the diver away from public gaze.

l. Records. QFD or other daily dosimetry is to be read on completion of the dive. Details of the results are to be recorded on a Dosimetry Record Card by the Vessels or Base Health Physics Staff.

m. Diving Operations and Pre-Dive Clearance - Vessel Alongside. Before diving takes place on or in the vicinity of nuclear vessels alongside in either Plant State A or B the Diving Supervisor is to ensure that the vessels CP 10 and safe to dive certificate have been correctly completed.

n. Diving Operations at Sea. The regulations and precautions outlined above must be complied with although the tag out of radiologically hazardous systems may not be possible in all cases. In this case advice is to be sought from the vessels Radiation Safety Officer. The vessel will invariably be in Plant State A.

o. Plant State A - Diving Operations. Diving operations normally conducted when in Plant State A are as follows:

- (1) Towed Array Sonar Stub fit and removal.
- (2) Hull Searches.
- (3) Tile Surveys.
- (4) Underwater Ship's Husbandry.

p. Plant State B - Diving Operations. When in Plant State B the following operations are usually conducted:

- (1) Docking down.
- (2) Propeller changes.
- (3) Planned maintenance on underwater fittings

**Schedule 15 – Contract Obligations and Contractor Deliverables for
Contract No. S&MOCB/3374**

This Contract Obligations matrix is intended to provide an overview of the parties' contractual obligations.

Contract Obligations

Name	Description	Due	Responsible Party
Obligation DEFCON 532B (Edn 02/17) Clause 9 Protection of Personal Data (Where personal Data is being Processed on behalf of the Authority)	Record to be maintained of the number of Data Subject Requests and to be provided by the Supplier to the MOD on request.	On an "as arising basis"	Contractor
Obligation DEFCON 23 (Edn 08/09) Clause 10d Special Jigs, Tools and Test Equipment	Provide the Authority with the list of Special Jigs, Tools etc prior to their transfer to the Public Store Account.	On an "as arising basis"	Contractor
Obligation DEFCON 76 (SC2) (Edn 11/17) Clause 6 Contractor's Personnel at Government Establishments	Submission of list of Representatives who may need to enter a Government Establishment in connection with work under the contract.	On an "as arising basis"	Contractor
Obligation DEFCON 601 (SC) (Edn 03/15) Clause 2a Redundant Material	Submission of lists of redundant material.	On completion of the Contract or as otherwise specified in the Contract	Contractor
Obligation DEFCON 601 (SC) (Edn 03/15) Clause 4 Redundant Material	Lists of items sold.	On completion of the Contract or as otherwise specified in the Contract	Contractor
Obligation DEFCON 605 (SC2) (Edn 11/17) Clause 1 Financial Reports	Submission of Financial Reports to the Authority.	As specified in the Contract	Contractor
Obligation DEFCON 611 (SC2) (Edn 02/06) Clause 3 Issued Property	Report of any defects, deficiencies or discrepancies.	Within 14 days of receipt of Issued Property, or such other longer period as may be specified in the Contract.	Contractor
Obligation DEFCON 611 (SC2) (Edn 02/06) Clause 12 Issued Property	Open and maintain a Public Store Account in accordance with DEF Stan 05-099		Contractor
Obligation DEFCON 611 (SC2) (Edn 02/06) Clause 14 Issued Property	Provision of a list of Issued Property held at end of contract.	At Contract completion	Contractor

Name	Description	Due	Responsible Party
Obligation DEFCON 630 (SC2) (Edn 11/17) Clause 2 Framework Agreements	Contractor shall not withdraw from or amend any Standing Offers		Contractor
Obligation DEFCON 658 (SC2) (Edn 11/17) Clause 3.1.6 Cyber	Notify JSyCC WARP immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place.	On an "as arising basis"	Contractor
Obligation DEFCON 659A (Edn 02/17) Clause 5 Security Measures	Provide on request particulars of employees who have had at any time access to any Secret matter	On an "as arising basis"	Contractor
Obligation DEFCON 659A (Edn 02/17) Clause 6 Security Measures	Inform the Authority of any unauthorised persons seeking information concerning any Secret matter	On an "as arising basis"	Contractor
Obligation DEFCON 659A (Edn 02/17) Clause 7a Security Measures	Gain MOD approval for placing sub- contractors dealing with Secret matter	On an "as arising basis"	Contractor
DEFCON 694 (SC2) (Edn 08/18) Clause 1a Accounting for Property of the Authority	Maintain a Public Stores Account as defined in DEFSTAN 05-099		Contractor
DEFCON 694 (SC2) (Edn 08/18) Clause 1b Accounting for Property of the Authority	Provision of quarterly reports	Quarterly	Contractor
DEFCON 697 (SC2) (Edn 10/13) Clause 6a Contractors on Deployed Operations	Provision of information for CONDO Forms 1 and 2 as specified in DEF STAN 05-129 (Issue 5)	On an "as arising basis"	Contractor
DEFCON 697 (SC2) (Edn 10/13) Clause 6c Contractors on Deployed Operations	Confirmation that Contractor employees have completed CONDO related training	On an "as arising basis"	Contractor
DEFCON 697 (SC2) (Edn 10/13) Clause 6d Contractors on Deployed Operations	Confirmation that employees are medically and dentally fit to deploy	On an "as arising basis"	Contractor
DEFCON 697 (SC2) (Edn 10/13) Clause 6e	Provision of Form T-SL-DES01 as specified in DEF STAN 05-129 (Issue 5)	On an "as arising basis"	Contractor

Name	Description	Due	Responsible Party
Contractors on Deployed Operations			
DEFCON 697 (SC2) (Edn 10/13) Clause 6f Contractors on Deployed Operations	Confirmation that employees have appropriate security clearance	On an "as arising basis"	Contractor
DEFCON 697 (SC2) (Edn 10/13) Clause h Contractors on Deployed Operations	Confirmation that appropriate risk assessments have been undertaken	On an "as arising basis"	Contractor
Obligation Condition 1.c.(2) - Notification of litigation	Notification of litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor	On an "as arising basis"	Contractor
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator	On an "as arising basis"	Contractor
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party become aware of any inconsistency within or between Contractual documents, they shall notify the other Party forthwith	On an "as arising basis"	Contractor
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.	On an "as arising basis"	Contractor
Obligation Condition 16.b - Notification of Concern due to Change of Control	Advise the Authority in writing of any concerns due to Change of Control	On an "as arising basis"	Contractor
Obligation Condition 18.a - Contractors Records (reminder).	Maintain all records in connection with the Contract for a period of at least six (6) years	Due 3 months before Contract Agreement End Date	Contractor
Obligation Condition 20.a - Attendance at Progress Meetings	Attend progress meetings at the frequency or times specified in the contract	In accordance with Schedule 3, Contract Data Sheet	Contractor
Obligation Condition 20.b - Progress Reports	Submit progress reports at the times and in the format specified in the contract	In accordance with Schedule 3, Contract Data Sheet	Contractor
Obligation Condition 23.e, 24.a, and 24.c - Safety Data Sheet	Provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Contractor

Name	Description	Due	Responsible Party
Obligation Condition 23.f.(6) And Condition 23.g.(1).(b) - Documents relating to design of new MLP Packaging	"All SPIS, new or modified, shall be uploaded by the on to SPIN, where the Supplier is the PDA and registered a list of all SPIS which have been prepared or revised against the Contract and copy of all new/ revised SPIS, complete with all continuation sheets and associated sheets and associated drawings shall be provided for upload"		Contractor
Obligation Condition 24.d - Schedule 6 Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract Data Requirements	A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract Data Requirements)	Due 1 Month after Contract Award	Contractor
Obligation Condition - Compliance with hazard reporting requirements for materials or substances are ordnance, munitions or explosives	In addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		Contractor
Obligation Condition 25.c - Schedule 7 Source of Timber and Wood	A completed Schedule 7 showing evidence that the Timber and Wood-Derived Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.	30 business days after Contract Award	Contractor
Obligation Condition 26.a - Certificate of Conformity	Provide a Certificate of Conformity and any applicable Quality Plan		Contractor
Obligation Condition 33.l - Notification of restrictions in use due to non-UK licence	If all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable	Due 1 week after Contract Agreement Start Date	Contractor
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Contractor
Obligation Condition 42.c.(2) - Post Notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Contractor

Name	Description	Due	Responsible Party
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000	Due 0 day(s) after Contract Agreement Start Date	Contractor

Authority Obligations

Name	Description	Due	Responsible Party
Obligation DEFCON 23 (08/09) Clause 15 Special Jigs, Tools and Test Equipment	Disposal instructions for Special Jigs, Tools etc no longer required. Instructions to be provided within 3 months (or period as specified in contract) from receipt of Contractor's notification.	Within 3 months of receipt of Contractors notification (or as otherwise specified in the Contract)	Authority
Obligation DEFCON 76 (SC2) Clause 7 Contractor's Personnel at Government Establishments	Provision of passes for those Representatives who are approved.		Authority
Obligation DEFCON 601 (SC) (Edn 03/15) Clause 2c Redundant Material	Instructions for disposal	Within 3 months of receipt of the lists specified in Clause 2a from the Contractor	Authority
Obligation DEFCON 611 (SC2) (Edn 02/06) Clause 5 Issued Property	Request issued property is replaced, re-issued or repaired	Within a reasonable time after receipt of notice under Clause 3 of the DEFCON from the Contractor	Authority
Obligation DEFCON 630 (SC2) (Edn 11/17) Clause 2 Framework Agreements	Payment of £1 by the Authority to the Contractor	On Contract Award	Authority
Obligation DEFCON 658 (SC2) (Edn 11/17) Clause 2.1 Cyber	Inform the contractor of the Cyber Risk Level, and any subsequent change to the level.	As soon as reasonably practical	Authority
Obligations DEFCON 697 (SC2) (Edn 10/13) Clause 6b Contractors on Deployed Operations	Issue Authority to deploy	On an "as arising basis"	Authority
Obligations DEFCON 697 (SC2) (Edn 10/13) Clause 6g Contractors on Deployed Operations	Issue of appropriate identity card	On an "as arising basis"	Authority
Obligations DEFCON 697 (SC2) (Edn 10/13) Clause 17 Contractors on Deployed Operations	Provision of operation specific medical warning notices	On an "as arising basis"	Authority
Obligation Condition 1.c.(2) - Notification of litigation	Notification of litigation, arbitration, administrative, adjudication or mediation	On an "as arising basis"	Authority

Name	Description	Due	Responsible Party
	proceedings against itself or a Subcontractor		
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives	On an "as arising basis"	Authority
Obligation Condition 14.f.(6) - Use of confidentiality agreement	Disclosure of Information on a confidential basis shall be subject to a confidentiality agreement containing terms no less stringent than those placed on the Authority		Authority
Obligation Condition 33.a 33.i - Import Export Licence Information	Sufficient information, certification, documentation and other reasonable assistance to obtain necessary UK import/export licence or to facilitate the granting of export/import licences or authorisations by a foreign Government	On an "as arising basis"	Authority
Obligation Condition 36.a - Register on CP&F	Provide details for registration on CP&F		Authority
Obligation Condition 36.c - Payment	Payment to the Contractor no later than 30 days from receipt of valid undisputed invoice	Within 30 days of receipt of an invoice from the Contractor	Authority
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract	On an "as arising basis"	Authority

Contractor Deliverables

Deliverable	Deliverable Description	Due
D1	(i) Evidence of the Contractor's achievement of Approved Supplier Status from Lloyds and DNV GL in accordance with SOTR ID 1.4.	(i) Within 3 (three) months of Contract Award.
D2	(i) Copies of Audit Assurance of Sub-Contractors where required by the Authority in accordance with SOTR ID 1.12.	(i) Within 7 (seven) days of completion of the audit.
D3	(i) Firm priced TAF proposals for Routine tasks in accordance with Condition 47a (4) of the Contractual Terms and Conditions.	(i) Within 7 (seven) calendar days of issue of TAF Part A for Routine tasks.
D4	(i) Firm priced TAF proposals for Short Notice tasks in accordance with Condition 47a (5) of the Contractual Terms and Conditions.	(i) Within 2 (two) calendar days of issue of TAF Part A for Short Notice tasks.
D5	(i) Completed CONDO Form 1 Part 3 and Risk Assessment in accordance with SOTR ID 3.1 and 3.2.	(i) Within 48 hours of the Contractor's receipt of TAF Part A and CONDO Form 1 with completed Parts 1 and 2.
D6	(i) Risk and Opportunity Management Plan (ROMP) in accordance with SOTR ID 6.1.	(i) To be agreed with the Authority within 6 (six) weeks of Contract Award and incorporated at Schedule 16.
	(ii) Updated Risk and Opportunity Management Plan (ROMP).	(ii) To be reviewed and updated on a Quarterly basis.
D7	(i) Security Plan in accordance with SOTR ID 6.2.	(i) To be agreed with the Authority within 6 weeks of Contract Award and incorporated at Schedule 17.
	(ii) Updated Security Plan.	(ii) To be reviewed and updated annually.
D8	(i) Quality Plan in accordance with SOTR ID 6.3.	(i) To be agreed with the Authority within 6 weeks of Contract Award and incorporated at Schedule 18.
	(ii) Updated Quality Plan.	(ii) To be reviewed and updated annually.
D9	(i) Health, Safety and Environmental Protection Plan.	(i) To be agreed with the Authority within 6 weeks of Contract Award and incorporated at Schedule 19.
	(ii) Updated Health, Safety and Environmental Protection Plan.	(ii) Annually or on an ad hoc basis as required.

Deliverable	Deliverable Description	Due
D10	(i) Contract Progress Reports in accordance with Schedule 3 Condition 20 b.	(i) No later than 2 (two) working days prior to each Contract Progress and Performance Review Meeting
D11	(i) Formal Minutes of Contract Progress and Performance Review Meetings in accordance with Schedule 3 Condition 20 a	(i) No later than 7 (seven) working days after each Contract Progress and Performance Review Meeting
D12	TAF Deliverables, as follows: (i) All TAFs - A list of the names of dive team personnel in accordance with SOTR ID 2.5. for Routine Tasks. (ii) All TAFs - A list of the names for dive team personnel in accordance with SOTR ID 2.5. for Short Notice tasks. (iii) All TAFs - Risk Assessment and Method Statement for Routine tasks in accordance with SOTR ID 1.2. (iv) All TAFs - Risk Assessment and Method Statement for Short Notice tasks in accordance with SOTR ID 1.2 (v) Full details of any vessel to be used in support of delivery of a task, in accordance with SOTR ID 2.9. (vi) For Hull Cleaning TAFs - Provision of photographic and/or video evidence detailing pre and post hull clean condition. (vii) For Propeller Polish TAFs - Provision of photographic and/or video evidence detailing pre and post propeller polish condition. (viii) All TAFs - Snap Report for each task in accordance with Schedule 11 Annex A. (ix) As required by TAF Part A - Final reports/media in accordance with SOTR ID 1.5, 1.8 and 6.7.	(i) For Routine tasks, no later than 5 (five) days prior to task mobilisation. (ii) For Short Notice tasks, as soon as reasonably practicable, but no later than 48 hours prior to commencement of the task. (iii) No less than 5 (five) working days prior to Routine task mobilisation. (iv) No less than 2 (two) working days prior to Short Notice task mobilisation. (v) Upon delivery of TAF Part B proposal. (vi) Upon completion of all tasks requiring Hull Cleaning services. (vii) Upon completion of all tasks requiring Propeller Polishing services. (viii) Within 48 hours of completion of each task. (ix) Within 7 (seven) days of each task completion.
D13	(i) The Contractor shall gain and maintain Facility Security Clearance (List X) status for any facilities where material will be held/stored or processed at SECRET or above in accordance with SOTR ID 5.3.	(i) Facility Security Clearance (List X) achieved within 12 weeks of contract award and maintained for the duration of the Contract

**Schedule 16 – Risk and Opportunity Management Plan (ROMP) for
Contract No: S&MOCB/3374**

*Risk and Opportunity Management Plan (ROMP) to be inserted here post Contract Award
and following acceptance of Deliverable D6.*

[redacted]

Schedule 17 – Security Plan for Contract No: S&MOCB/3374

Security Plan to be inserted here post Contract Award and following acceptance of Deliverable D7.

[redacted]

Schedule 18 – Quality Plan for Contract No: S&MOCB/3374

Quality Plan to be inserted here post Contract Award and following acceptance of Deliverable D8.

[redacted]

**Schedule 19 – Health, Safety and Environmental Protection Plan (HS&EPP) for
Contract No: S&MOCB/3374**

*Health, Safety and Environmental Protection Plan to be inserted here post Contract Award
and following acceptance of Deliverable D9.*

[redacted]