



**DE&S Apache Project Team
Contract No: 700027319**

**For:
The Provision of Pre-Flight
Messaging Test Facility (PFMTF)
Rigs and System Test Facility (STF)
Rigs**

<p>Between Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p>Team Name and address:</p> <p>Apache Project Team DE&S Apache Commercial, Building 100, Box 188 Leonardo Helicopters, Lysander Road Yeovil, BA20 2YB</p> <p>E-mail Address: Lewis.Parker117@mod.gov.uk</p> <p>Telephone Number: +44 (0) 3001 640979</p>	<p>And Contractor Name and address:</p> <p>Leonardo UK Ltd 300 Capability Green Luton LU1 3PG</p> <p>E-mail Address: Josh.Bailie@leonardocompany.com</p> <p>Telephone Number: +44 (0) 7704 020664</p>
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Standardised Contracting Terms

SC2

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 agree pursuant to the Contract 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."

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

(3) can show:

(a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;

(b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

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

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

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

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

f. The Authority may disclose the Information:

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

(2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

(3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;

(5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or

(6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with 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. 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) 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, Bristol, BS34 8JH Tel. +44(0)30679-35353 email. DESSEOCSCP-SptEng-PK@mod.uk
 - (b) The MPAS Documentation is also available on the DStan website.
 - (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
 - (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
 - (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
 - (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
 - (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.

(7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 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.l.

(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:

(1) 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

(2) 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 may disclose the Information:

(1) 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:

- (2) verify the forest source of the timber or wood; and
- (3) 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.

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

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

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

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (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 materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

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

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

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

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

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

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

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

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

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

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

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

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), 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 materiel 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 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 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.q will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 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 material is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

(1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or

(2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform 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 36b 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 36.f

(2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

(3) the Authority receiving notification under both clauses 38.b and 38.c(2).

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

c. The Contractor shall ensure that the Assignee:

(1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and

(2) notifies the Authority of the Assignee's contact Information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).

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

39. Subcontracting and Prompt Payment

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

b. Where the Contractor enters into a Subcontract 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:

(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:

(c) all such unused and undamaged materiel; and

(d) 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.

45. Project specific DEFCONs and DEFCON SC variants that apply to this contract

- **DEFCON 14** (Edn 09/20) - Inventions And Designs Crown Rights And Ownership of Patents And Registered Designs.
- **DEFCON 15** (Edn.02/98) - Design Rights And Rights to Use Design Information
- **DEFCON 16** (Edn. 10/04) - Repair And Maintenance Information
- **DEFCON 21** (Edn.10/04) - Drawings, Specification and Manufacturing Data
- **DEFCON 35** (Edn. 10/04) - Progress Payments
- **DEFCON 76 (SC2)** (Edn. 11/17) - Contractor's Personnel at Government Establishments
- **DEFCON 90** (Edn.11/06) – Copyright (Disclosure to pre-existing information to third parties will be subject to the Contractors prior agreement)
- **DEFCON 91** (Edn.11/06) - Intellectual Property Rights in Software

Note: The Background Software Intellectual Property to be supplied as or as part of Deliverable Software under this contract is held in the below Annex 1. The Deliverable Software may not be separated from or otherwise used by the Authority or any other third party for a purpose that sits outside of the requirements of this contract other than as set out by Statutory Provision, without the prior written consent of Leonardo. A Contractor whose use of the system on behalf of the Authority requires the software to operate to affect such use.

Annex 1

Software	Origin	IP
Tactical Processor Emulator	Leonardo Common Emulator Framework	Leonardo
Tactical Processor Emulator interface	Supplied by Boeing	Boeing
INU Emulator	Leonardo Common Emulator Framework	Leonardo
INU Emulator interface	Supplied by Boeing	Boeing
Platform Discretes	Leonardo Common Emulator Framework	Leonardo
Platform Discretes interface	Supplied by Boeing	Boeing
LWR SHU Emulator	Leonardo Common Emulator Framework	Leonardo
LWR SHU Interface	Leonardo COTS Product	Leonardo
MWS Emulator	Leonardo Common Emulator Framework	Leonardo
MWS Emulator interface	Supplied by BAE Systems Ltd	BAE Systems Ltd
ESSRD Emulator	Leonardo Common Emulator Framework	Leonardo
ESSRD Emulator interface	Supplied by Boeing	Boeing
MRFI Emulator	Leonardo Common Emulator Framework	Leonardo
MRFI Emulator interface	Supplied by Boeing	Boeing
The automated test environment provided by the Test Controller and Results Validator	Pre-existing from a previous contract	Leonardo
Any new aspects of the automated system design to improve its operation	Funded under this contract	MoD

CEESIM interface with the Test Controller	Northrop Grumman	Northrop Grumman
VR Forces synthetic Environment		MAK Technologies

- **DEFCON 117 (SC2)** (Edn. 11/17) - Supply Of Information For NATO Codification And Defence Inventory Introduction
- **DEFCON 524A** (Edn. 02/20) – Counterfeit Materiel
- **DEFCON 532B** (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)
- **DEFCON 601 (SC)** (Edn. 03/15) - Redundant Material
- **DEFCON 605 (SC2)** (Edn. 11/17) - Financial Reports
- **DEFCON 624 (SC2)** (Edn. 11/17) - Use of Asbestos
- **DEFCON 658 (SC2)** (Edn. 11/17) – Cyber
- **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 800** (Edn. 12/14) - Qualifying Defence Contract
- **DEFCON 801 (SC2)** (Edn. 11/17) - Amendments to Qualifying Defence Contracts – Consolidated Versions
- **DEFCON 804 (SC2)** (Edn. 11/17) - QDC: Confidentiality of Single Source Contract Regulations Information

Special Indemnity Conditions

Not applicable.

46. Special conditions that apply to this Contract

46.1 – Pricing

1. Introduction

- a. The Contract is a SC2 QDC Single Source Contract under the Single Source Contract Regulations 2014 and the Contractor shall ensure that all pricing provisions shall be compliant with the SSCR.
- b. This Payment Terms Schedule sets out:
 - i. the Firm Price; and
 - ii. the process by which the Parties may agree a Firm Price for all works including but not limited to amendments.

2. Contract Pricing

- a. The Firm Price for items 1, 2, 3, 4 of the contract shall be as set out in Annex A of Schedule 2 – Schedule of Requirements;
 - i. 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)
 - ii. The Contractor shall receive payment in accordance with Clause 36. Payment shall follow on the completion of work and when an invoice / claim has been made to the Authority.
- b. The Firm Price for the performance of item 5 shall be in accordance with a Task Authorisation Form (TAF) in line with Schedule 13.
 - i. A TAF will be issued to the Contractor for Ad Hoc Tasking. The Contractor must provide a firm price not subject to variation and in line with the Contract's Terms and Conditions against Schedule 2 – Schedule of Requirements, Item 5. The Contractor shall complete the TAF and submit it to the Authority. Should the Authority decide to accept and approve, the requirement will be added to Schedule 13 – Annex A by Contract Amendment.
- c. All works should be priced in accordance with SSCR
- d. Labour and overhead rate to be used for the agreement of all pricing shall be:
 - i. for UK costs, those agreed corporately with the Authority and published from time to time by the Authority's Indirect Costs Pricing Team (ICPT); and
 - ii. for international costs, this will be negotiated with the Apache team as required
- e. The Contract Profit Rate has been agreed in accordance with the Six Step Process.

- i. As agreed with the Contractor if delivery is achieved before the stipulated 26 months then incentivisation offered within the profit rate will be adjusted in line with the below table:

Delivery in X Months	Adjustment to Profit Rate Incentive Adjustment
Delivery within 26 months	0.0%
Delivery within 24 months	0.5%
Delivery within 22 months	1.0%
Delivery within 20 months	1.5%
Delivery within 18 months	2.0%

- f. All travel and subsistence shall be priced in line with individual deliverables ensuring a full breakdown is provided (including but not limited to Basis of Estimates, Quotations & comparable data). The Authority will review this before any Travel or Subsistence is accepted.

46.2 – Payment

- a. Payment for item 1, 2, 3, 4 shall be made upon completion of each deliverable / milestone(s) in accordance with Clause 36 (Payment & Recovery of Sums Due). The Contractor shall ensure that all such claims for payment reflect the Milestone Payment Plan set out in Annex A, Schedule 2 – Schedule of Requirements 15. Any claim for payment that does not accord with the Milestone Payment Plan of Annex A, Schedule 2 – Schedule of Requirements shall not be regarded as a valid claim for payment.
- b. Payment for item 5 shall follow on the completion of work and when an invoice / claim has been made to the Authority in accordance with an Authority approved Task Authorisation Form (TAF) as per Schedule 13 of the Contract and in accordance with Contract Clause 36(Payment & Recovery of Sums Due). A Contract Amendment to include the work completed under item 5 will be included with-in Schedule 13 – Annex A and a Purchase Order will be raised and receipted on the Authority's CP&F system in accordance with Clause 36(Payment & Recovery of Sums Due).
- c. Payment of profit rate incentivisation shall be made upon completion of Milestone Payment 9, Delivery and Commissioning of PFMTF at Annex A, Schedule 2 – Schedule of Requirements with the incentive adjustment being awarded in line with 46.1 – Pricing, 2ei.
- d. Payment shall be made in Source Currency (British (GB) Pounds).
- e. The Contractor shall submit claims for payment in accordance with DEFCON 522 (Payment and Recovery of Sum Due).
- f. All payments under this contract shall be made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- g. The approval of and/or making of any payment by the Authority shall not be construed as acceptance of the performance of the Contractor's obligations nor as a waiver of the Authority's rights, remedies, and liabilities under the Contract.

46.3 – Limit on Liability

1. Unlimited Liabilities

- a. Neither Party limits its liability for:
- b. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- c. fraud or fraudulent misrepresentation by it or its employees;
- d. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- e. any liability to the extent it cannot be limited or excluded by law
- f. The financial caps on the Contractor's liability set out in Clause 1.4 below shall not apply to the following:
 - I. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to Condition 42.
 - II. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and condition 34 (Third Party IP – Rights and Restrictions);
 - III. breach by the Contractor of DEFCON 532B (SC2) and Data Protection Legislation; and
 - IV. for the avoidance of doubt any payments due from the Contractor to the Authority accordance with DEFCON 811 (SC2) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 1.4 below.
- g. The financial caps on the Authority's liability set out in Clause 1.5 below shall not apply to the following:
 - I. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to DEFCON 91, Condition 34 and condition 42 and
 - II. for the avoidance of doubt any payments due from the Authority to the Contractor in accordance with DEFCON 811 (SC2) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clauses 1.5 below.

2. Financial limits

- a. Subject to Clauses 1.1 **Error! Reference source not found.** and 1.2 and to the maximum extent permitted by Law:
 - I. Throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
 - (1) in respect of DEFCON 76 (SC2) [£5,000,000] (£5,000,000) in aggregate;
 - (2) in respect of condition 43b [£9,178,741] (£9,178,741) in aggregate;
 - (3) in respect of DEFCON 611 (SC2) [£250,000] (£250,000) in aggregate; and
 - (4) in respect of condition 28d [£9,178,741] (£9,178,741) in aggregate;
 - I. without limiting Clause 1.4.1 and subject always to Clauses 1.1, 1.2, 1.2.5 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with [insert cross reference to service

credit/performance provisions] and [insert cross reference to any other relevant provisions], whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [£9,178,741] (£[9,178,741]) in aggregate.

- II. on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.
- b. Subject to Clauses 1.1, 1.3, 1.3.3 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- c. Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

3. Consequential loss

- a. Subject to Clauses 1.1, 1.2 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
 - i. indirect loss or damage;
 - ii. special loss or damage;
 - iii. consequential loss or damage;
 - iv. loss of profits (whether direct or indirect);
 - v. loss of turnover (whether direct or indirect);
 - vi. loss of business opportunities (whether direct or indirect); or
 - vii. damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.
- b. The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
 - i. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - (1) to any third party;
 - (2) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - (3) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - ii. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

- iii. the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
- iv. any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- v. damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
- vi. costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- vii. any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
- viii. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
- ix. any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

4. Invalidity

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

5. Third party claims or losses

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

6. No double recovery

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

46.4 – Force Majeure

a. The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a Force Majeure Event. For the purposes of this Contract a Force Majeure Event is defined as one of the following:

- i. acts of nature;
- ii. war;
- iii. hostilities;
- iv. fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.
- v. national strikes;
- vi. biohazards;
- vii. terrorism;
- viii. UK ban on trade with source country;
- ix. Sonic booms;
- x. Civil commotion.

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

c. Subject to clause 11.4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

d. The maximum extension of time granted under this clause shall be limited to 6 (six) months after which time the Authority may, on giving written notice to the Contractor, terminate this Contract for convenience with immediate effect.

46.5 - COVID-19: Extension of time and relief from performance

1. The parties recognise that the continuance of the COVID-19 pandemic may have an adverse impact on the ability of the Contractor to perform its obligations under this Contract. The Contractor shall not therefore be in breach of its obligations under this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure is a sole and direct result of the continuance of the COVID-19 pandemic.

2. The Contractor shall immediately notify the Authority in writing that the continuance of the COVID-19 pandemic has solely and directly resulted or is likely to solely and directly result in a delay or failure to perform its obligations under the Contract, which obligations are adversely impacted, and the actions proposed to mitigate such adverse impact.

3. Subject to clause 4 below, the Contractor shall be entitled to request an appropriate period of:

- a. additional time for performing; and/or
- b. relief from other contractual consequences, of late or non-performance of such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the adverse impact of the continuance of the COVID-19 pandemic, and to facilitate the continued performance of its obligations under the Contract.

4. The maximum period of additional time and/or for which relief will be granted under this clause shall be limited to 90 days, after which the Authority may terminate the Contract on giving 30 days' notice in writing to the Contractor. On termination of the Contract, the Contractor shall be entitled to be paid an amount equal to any and all charges payable (but as yet unpaid) for Contractor Deliverables delivered up to the date of termination but shall otherwise have no claim against the Authority in relation to such termination.

46.6 – Cyber Security

The Cyber Risk Profile is: MODERATE. The Risk Assessment Reference is: RAR-4TBB68NJ.

- a. Cyber Security
 - i. As of 1 January 2016, all suppliers bidding for new MOD requirements which include the transfer of 'MOD identifiable information' should achieve a Cyber Essentials Scheme (CES) certificate by the contract start date.
 - ii. The Cyber risk has been assessed as 'MODERATE'. A Supplier Assurance Questionnaire (SAQ) via <https://suppliercyberprotection.service.xgov.uk> shall be completed by the Contractor. The Access Code is RAR-4TBB68NJ.
 - iii. The Contractor shall inform the Authority of the outcome of the completed assessment in advance of any Contract award.
 - iv. The Contractor is directed to the following website for further guidance: <https://www.gov.uk/government/publications/defence-cyber-protection-partnership-cyber-risk-profiles/overview-dcpp-and-cyber-security-controls>.
- b. Security Aspects Letter
 - i. The Security Aspects Letter (SAL) at Schedule 12 provides the contractor with instruction on the minimum requirements for the protection of the information

46.7 – Quality Assurance Conditions

Quality Assurance

The following Quality Assurance Publications and Defence Standards shall apply to this contract:

Primary Quality Assurance Standard

AQAP 2310 Edition B Version 1 NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers*.

*CoC shall be provided in accordance with DEFCON 627.

Development Software

AQAP 2210 Edition A Version 2 - NATO Supplementary Software Quality Assurance Requirements for AQAP 2310 shall apply.

Quality Plans

A Deliverable Quality Plan is required in accordance with condition 21 and Schedule 3 and AQAP 2105 Edition C Version 1 NATO Requirements for Quality Plans.

Unless otherwise notified, the quality plan shall be delivered to the Quality Assurance Representative within 3 months of contract award.

A Software Project Quality Plan is required in accordance with AQAP 2105 Chapter 5, for Authority acceptance.

Concessions

Concessions shall be managed in accordance with Def Stan 05-061 Part 1, Issue 6 Quality Assurance Procedural Requirements - Concessions.

Informative Standards

Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version B.

AQAP 2110

NATO Quality Assurance Requirements for Design, Development and Production. Edition D Version 1

DEFSTAN 05-061 Pt 4

Quality Assurance Procedural Requirements - Contractor Working Parties Issue 3

DEFSTAN 05-135

Avoidance of Counterfeit materiel

47 .The processes that apply to this Contract are

Processes

Please refer to Schedule 2 – Schedule of Requirements, Schedule 11- Security Aspects Letter, Schedule 12 - Government Furnished Assets and Schedule 13 - Tasking Authorisation Form.

SC2 Schedules

Schedule 1 - Definitions of Contract

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:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or 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	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>

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	<p>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:</p> <ul style="list-style-type: none">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; orb. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
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	<p>Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
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	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none">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; <p>it excludes sawmill co-products;</p>
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	<p>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;</p>

Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG4329	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 to Schedule 1

Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

AGP	means Aircraft Gateway Processor
AH	means Attack Helicopter
CDR	means Critical Design Review
CDU	means Chaff Dispensing Unit
CDUC	means CD Band Up-Converter
CEESIM	means Combat Electronic Environment Simulator
CMD	means Countermeasures Dispenser
CMDS	means Counter Measure Dispensing System
CSSR	means Contract and Schedule Status Report
DAS	means Defensive Aids System
DDH	means Digital Detector Head
DDP	means Declaration of Design and Performance
ESSRD	means Enhanced Solid State Recording Device
IDAS	means Integrated Defensive Aids System
JEWOSC	means Joint Electronic Warfare Operational Support Centre
LRU	means Line Replaceable Unit
LWR	means Laser Warning Receiver
MDD	means Mission Dependent Data
MWS	means Missile Warning System
PDR	means Preliminary Design Review

PMTF	means Pre-Flight Messaging Test Facility Rig
RWR	means Radar Warning Receiver
SHU	means Sensor Head Unit
SPU	means Signal Processing Unit
STF	means System Test Facility Rig
Tasking Authorisation Form (TAF)	means The form set out in Schedule 14 (Tasking Authorisation Form)
TIM	means Technical Interchange Meeting
TRR	means Technical Readiness Review

Schedule 2 - Schedule of Requirements

Item No.	Item Details	Price (£) Ex VAT
1	Specification Delivery of qty (1) PFMTF Rig (Inc. maintenance handbooks) in accordance with Schedule 9 – Statement of Requirements	Refer to Annex A -Schedule 2 – Schedule of Requirements: Milestone Payment Plan
2	Specification Delivery of qty (2) STF Rig (Inc. maintenance handbooks) in accordance with Schedule 9 – Statement of Requirements	Refer to Annex A -Schedule 2 – Schedule of Requirements: Milestone Payment Plan
3	Specification Delivery of qty (2) PFMTF & qty (2) STF Training (inc. training and operation handbooks) in accordance with Schedule 9 – Statement of Requirements.	Refer to Annex A -Schedule 2 – Schedule of Requirements: Milestone Payment Plan
4	Specification PFMTF and STF Core Telephone and Email Support up until delivery of the rigs in accordance with Schedule 9 – Statement of Requirements	Refer to Annex A -Schedule 2 – Schedule of Requirements: Milestone Payment Plan
5	Specification PFMTF & STF Ad Hoc Tasking (as per 3.1 of Schedule 9) in accordance with Schedule 9 – Statement of Requirements.	Refer to Schedule 13 – Tasking Authorisation Form.

Annex A – Schedule 2 – Schedule of Requirements: Milestone Payment Plan

No.	Description	Acceptance Criteria	Month T=0 Contract Acceptance	% (of total contract value)	Value
1	Kick off meeting	Leonardo provision of kick off meeting actions	T0 + 1 month	5%	£458,937.05
2	System Design Review (SDR) completed	SDR certificate issued by Leonardo. Minutes issued and all critical actions closed.	T0 + 4 months	20%	£1,835,748.20
3	Preliminary Design Review (PDR) completed	PDR certificate issued by Leonardo. Minutes issued and all critical actions closed.	T0 + 8 months	20%	£1,835,748.20
4	Critical Design Review (CDR) completed	CDR certificate issued by Leonardo. Minutes issued and all critical actions closed	T0 + 12 months	10%	£917,874.10
5	Rig Chasis Delivered to CG	Provision of Supplier Certificate of Conformity	T0 + 14 months	10%	£917,874.10
6	Test Readiness Review (TRR)	TRR certificate issued by Leonardo. Minutes issued and all critical actions closed.	T0 + 19 months	10%	£917,874.10
7	Delivery & Commissioning of 2 off STF at CG	Provision of DDP	T0 + 20 months	5%	£458,937.05
8	Rig Training	Leonardo provision of training completion certificates to trainees	T0 + 24 months	1.50%	£137,681.12
9	Delivery & Commissioning of PFMTF	Provision of DDP	T0 + 26 months	15%	£1,376,811.15
10	Rig Training	Leonardo provision of training completion certificates to trainees	TBA but after 26 months	1.50%	£137,681.12
11	Rig Training	Leonardo provision of training completion certificates to trainees	TBA but after 26 months	1.50%	£137,681.12
12	Rig Training	Leonardo provision of training completion certificates to trainees	TBA but after 26 months	0.50%	£45,893.71
	TOTAL			100%	£9,178,741.00

Schedule 3 - Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 30-SEP-2025
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law 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: Not Applicable
Condition 8 – Authority’s Representatives: The Authority’s Representatives for the Contract are as follows: Commercial: Lewis Parker (as per DEFFORM 111) Project Manager: Gary Birchall (as per DEFFORM 111)
Condition 19 – Notices: Notices served under the Contract shall be sent to the following address: Authority: Apache DT, Box 188, Centenary House, Building 100, Leonardo Helicopters, Lysander Road, Yeovil BA20 2YB (as per DEFFORM 111) Contractor: Leonardo UK Ltd, 300 Capability Green, Luton, LU1 3PG Notices can be sent by electronic mail? Yes
Condition 20.a – Progress Meetings: The Contractor shall be required to attend the following meetings: <ul style="list-style-type: none">• Fortnightly Progress Meetings• Quarterly Review Meetings• Design Reviews as annotated in Schedule 9 and Schedule 8 - Acceptance Procedure.
Condition 20.b – Progress Reports: The Contractor is required to submit the following Reports:

<ul style="list-style-type: none">Quarterly Review Meetings ReportDesign Review Reports as annotated in Schedule 9 and Schedule 8 – Acceptance Procedure <p>Reports shall be Delivered to the following address: DE&S Abbey Wood South, NH1, Yew Ob #1031. Bristol. BS34 8JH</p>
Supply of Contractor Deliverables
Condition 21 – Quality Assurance: <p>Is a Deliverable Quality Plan required for this Contract? Yes</p> <p>If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 90 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements: See section 22.</p>
Condition 22 – Marking of Contractor Deliverables: <p>Special Marking requirements: see Security Aspects Letter (Schedule 12)</p>
Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances: <p>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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 31-DEC-2020</p>
Condition 25 – Timber and Wood-Derived Products: <p>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)</p> <p>to be Delivered by the following date: 31-DEC-2020</p>
Condition 26 – Certificate of Conformity: <p>Is a Certificate of Conformity required for this Contract? Yes</p> <p>Applicable to Line Items: All lines within Schedule 2</p> <p>If required, does the Contractor Deliverables require traceability throughout the supply chain?</p>

<p>Yes</p> <p>Applicable to Line Items: All lines within Schedule 2</p>
<p>Condition 28.b – Delivery by the Contractor:</p> <p>The following Line Items are to be Delivered by the Contractor:</p> <p>All lines within Schedule 2</p> <p>Special Delivery Instructions: N/A</p> <p>Each consignment is to be accompanied by a DEFFORM 129J.</p>
<p>Condition 28.c - Collection by the Authority:</p> <p>The following Line Items are to be Collected by the Authority:</p> <p>N/A</p> <p>Special Delivery Instructions:</p> <p>N/A</p> <p>Each consignment is to be accompanied by a DEFFORM 129J.</p> <p>Consignor details (in accordance with 28.c.(4)):</p> <p>TBC</p> <p>Consignee details (in accordance with condition 23):</p> <p>Name: T Thompson</p> <p>Address: JEWOSC Projects, Strategic Command, Defence Intelligence, Support Centre Thomson Building, RAF Waddington, LN5 9WA</p>
<p>Condition 30 – Rejection:</p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:</p> <p>The time limit for rejection shall be twenty (20) Business Days.</p>
<p>Condition 32 – Self-to-Self Delivery:</p> <p>Self-to-Self Delivery required? No</p> <p>If required, Delivery address applicable:</p>

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 twenty (20) Business Days
Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>
See Annex A to Schedule 3 (DEFFORM 111)

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

Contract No: 700027319

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

This text has been redacted under exemptions set out by the Freedom of Information act.

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.

This text has been redacted under exemptions set out by the Freedom of Information act.

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

Contract No: 700027319

Contract No: 700027319
Description of Contractor's Commercially Sensitive Information: Provision of Leonardo UK PFMTF Development and Design Information for the UK Apache AH-64E
Cross Reference(s) to location of sensitive information: The entire Leonardo UK Ltd proposal reference 'SPT-JB-Q3188', including price breakdown, contains commercial sensitive information.
Explanation of Sensitivity: Competitors would be able to enhance their products where they currently have performance shortfalls in the knowledge of what they needed to achieve to match or exceed Leonardo/Thales products. Our competitors would be able to publicise any relative performance margin that they might have over Leonardo products. Price and cost data is commercially sensitive information to the company.
Details of potential harm resulting from disclosure: Significant loss of market position and future sales and profits to Leonardo in the UK and export markets. Ultimately loss of employment and hence sovereign capability in an important area of defence technology.
Period of Confidence (if applicable): Indefinite
Contact Details for Transparency / Freedom of Information matters: Name: Josh Bailie Position: Commercial Officer Address: 300 Capability Green, Luton, Bedfordshire, LU1 3PG, UK. Telephone Number: 07704020664 Email Address: josh.bailie@leonardocompany.com

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Data Requirements for Contract No: 700027319

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

Contract No: 7000027319

Contract Title: Provision of PFMTF and STF Rigs for the UK Apache AH-64E

Contractor: Leonardo UK Ltd

Date of Contract: 30th April 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: 0) attached in accordance with condition 24.

Contractor's Signature: **This text has been redacted under exemptions set out by the Freedom of Information act.**

Name: Josh Bailie

Job Title: Commercial Officer

Date: 14th April 2021

* check box (TT) as appropriate

.....

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

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

Data Requirements for Contract No: 700027319

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
N/A	N/A	N/A	N/A	N/A

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

1. Contract No: 700027319

For Articles/Services delivered under the Contract the Authority shall, unless otherwise expressly agreed, undertake a visual/physical inspection of the articles/services and provide a signature as proof of delivery of the article/service. For the avoidance of doubt DEFFORM 315 shall be produced as appropriate.

Acceptance will be in line with the Leonardo UK Acceptance Procedures as stated in proposal Ref: SPT-JB-Q3188 V6.0 – PFMTF – UK Mod Apr 21. Leonardo UK Ltd shall perform Formal software verification for witnessing by Boeing/UK MOD for their respective subprojects Articles in accordance with Schedule 9 – Statement of Requirement

2. Acceptance Procedure of Design Reviews

Review	Aims	Acceptance Criteria
PDR	To evaluate the adequacy of the preliminary design with respect to functional and performance requirements, testability, maintainability, safety aspects and completeness.	<ul style="list-style-type: none">• PDR will be considered complete when it has been demonstrated that the design solution and the traceability from the requirements is satisfactory.• Demonstration that Test Capabilities have been identified.• All identified Risks have mitigation in place.• Functional Baseline declared and under CM control• An agreed action list (if any) has been generated.
CDR	To evaluate the adequacy of the detailed design with respect to functional and performance requirements, testability, maintainability, safety aspects and completeness.	<ul style="list-style-type: none">• CDR will be considered complete when it has been demonstrated that:• The detailed design solution has been completed.• Traceability from the requirements and the preliminary design is complete.• Demonstration that Test Capabilities have been identified.• Design Baseline declared and under CM control.• All identified Risks have mitigation in place.• An agreed action list (if any) has been generated.
TRR	To confirm the status of the test environment, test documentation and System build prior to commencing formal qualification testing.	<ul style="list-style-type: none">• Identification and agreement of any test limitations.• Agreed actions list.• Agreement between all parties that test documentation and equipment is suitable to proceed into formal testing.

3. Acceptance Criteria for the PFMTF and STF Rigs

Acceptance of the PFMTF rig will be in line with the with the below acceptance requirements:

This text has been redacted under exemptions set out by the Freedom of Information act.

Acceptance of the STF rigs will be in line with the with the below acceptance requirements:

- a. Must be hardware in loop rig
- b. Must be fully representative of the UK Apache AH64E IDAS system
- c. Must be able to test DAS Line replaceable unit.

The STF rig must be capable of meeting the following requirements:

- a. Radiation Levels shall fall within the reference levels set out in JSP 392, Leaflet 35, Annex A, Reference Levels for Exposure to EMFs up to 300GHz.
- b. Output noise must fall within the levels given in JSP 375 Vol 2 Leaflet 6 and The Control of Noise at Work Regulations 2005
- c. The System shall meet the EU Physical Agents Directive (Noise) (2003/10/EC).
- d. Must operate in a controlled temperature of 18°C +/- 5°C
- e. Must not require active external cooling.
- f. Shall not be degraded by [Wild Heat] produced by adjacent equipment.
- g. Shall not generate Wild Heat such that when the Stim Hall temperature is 18degC the local temperature up to an including 20cm from the Test Facility is raised above 23degC
- h. Shall use power supply as already available at final destination.
- i. Shall be compatible with RF cables which are Gore cables with Industry Standard connectors.
- j. Input ports shall be industry standard to Threaded Neill-Concelman (TNC) or SubMiniature version A (SMA).
- k. Shall be supplied with Receive Antenna Patterns.
- l. Def Stan 00-970—shall be adhered to in relation to Bonding and Screening.
- m. Shall have a minimum [MTBF] as specified. 600hr threshold 10,000hrs objective
- n. Shall be designed and constructed to comply with Safety requirements for electrical equipment for measurement, control and laboratory use - Pt 1: General requirements, BS EN 61010 - 1.

Schedule 9 - Statement of Requirement

Statement of Requirement

STATEMENT OF REQUIREMENT (SOR):

CORE REQUIREMENT - PFMTF (Pre Flight Message Test Facility) Rig

REQUIREMENT	SERIAL	SUB-PART	ITEM	DESCRIPTION
<u>CORE REQUIREMENT</u>	1 INTRODUCTION	1.1	Title	AH64E DAS PFMTF Rig
		1.2	Introduction	The Authority has a requirement for a PFMTF rig to allow a fully worldwide operational DAS (Defensive Aids System).
		1.3	Objectives	The PFMTF rig will enable MoD to test and verify pre-flight message (PFM) data for operational use.
		1.4	Background	The PFMTF rig, is housed at JEWOSC stim hall, Thompson Building (RAF Waddington), and provides the capability to verify the reprogramming of threat data. The PFMTF does this by emulating the AH-64E IDAS (Integrated DAS) system as it is installed on the aircraft. Then through a connection to a CEESIM (Combat Electromagnetic Environment Simulator), threat emitters are injected into the system to ensure the correct procedures, cockpit displays, manoeuvre queues and countermeasure dispenses are taken by the IDAS against the threat that was simulated, hence verifying the reprogramed data to be correct or not.
	2 SCOPE	2.1	Scope	1. The scope of the work will be limited to the manufacture and supply of one (1) PFMTF rig for the Apache AH64E. 2. UK Apache AH 64E PFMTF rig support 3. Two (2) x train the trainer packages for up to 5 personnel

	3 REQUIREMENTS	3.1	Equipment	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>
			Training	1. Two (2) x train the trainer packages shall be made available at the authorities request. a. Each individual package shall accommodate up to 5 people b. The Contractor staff will deliver PFMTF training at the JEWOSC, RAF Waddington utilising MoD equipment. c. The package shall comply with [DSAT] accreditation d. The Contractor will ensure that PFMTF training is provided by staff that are SQEP to do so.
			Support	1. The Contractor will be required to provide a Telephone/Email support service between the hours of Monday to Friday 09:00 and 17:00 offering technical advice on issues and fixes. 2. A tasking mechanism based on time and materials with set rates for manhours. To deal with any issues that cannot be fixed through the telephone support. Please refer to Schedule 14.
			Documents	1. A Technical Equipment document set should be provided with each Rig. This should include a list of any hazards and power requirements as well as: a. Rig User Document:- Industry approved document on the safe operation of the test rig. From installation to reading test results. b. Rig Maintenance Procedure:- Industry approved document detailing the repair and replacement of Line Replaceable Units fitted to the Test Facility. c. Rig Calibration and Performance Test Procedure :- Industry approved document
			Design Reviews	1. The Contractor will be required to complete design reviews as follows: a. Preliminary Design Review (PDR) b. Critical Design Review (CDR) c. Technical Readiness Review (TRR)
	4 SCHEDULE	4.1	Deliverables	The following deliverables shall be required by: 1. PFMTF Rig no later than 26 months after Contract commencement 2. Technical Document set no later than 26 months after Contract commencement

				3. 1x Train the trainer course up to 1 month prior to PFMTF Rig delivery 4. 1x Train the Trainer course within 3 years of PFMTF Rig delivery (Authority will be required to provide 6 months' notice of course requirement) 5. Telephone/Email Support service from Contract commencement to September 2025 (or other agreed contractual end date). 6. Design reviews date TBA
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ADDITIONAL CORE REQUIREMENT - STF (System Test Facility) Rig

REQUIREMENT	SERIAL	SUB-PART	ITEM	DESCRIPTION
	1 INTRODUCTION	1.1	Title	AH64E DAS STF Rig
		1.2	Introduction	Alongside the PFMTF rig, the Authority need to test repairs and conduct function/fault analysis whilst in-service through a STF (System Test Facility).
		1.3	Objectives	The STF Rigs will enable support of the DAS subsystem equipment through the repair and support loop.
		1.4	Background	The STF rig is used for functional testing and fault analysis tool to support the contractor in the repair loop or support agreements. It is used to test incoming faulty equipment as well as outgoing repaired equipment to ensure expected performance is achieved.
	2 SCOPE	2.1	Scope	1. Manufacture and supply of two (2) x STF rigs for the UK Apache AH 64E
	3 REQUIREMENTS	3.1	Equipment	1. The Authority has a requirement for the manufacture and supply of two (2) x STF rigs, with the following parameters: a. Must be hardware in loop rig b. Must be fully representative of the UK Apache AH64E IDAS system c. Must be able to test DAS Line replaceable unit.

				<p>2. The STF rig must be capable of meeting the following requirements:</p> <ul style="list-style-type: none"> a. Radiation Levels shall fall within the reference levels set out in JSP 392, Leaflet 35, Annex A, Reference Levels for Exposure to EMFs up to 300GHz. b. Output noise must fall within the levels given in JSP 375 Vol 2 Leaflet 6 and The Control of Noise at Work Regulations 2005 c. The System shall meet the EU Physical Agents Directive (Noise) (2003/10/EC). d. Must operate in a controlled temperature of 18°C +/- 5°C e. Must not require active external cooling. f. Shall not be degraded by [Wild Heat] produced by adjacent equipment. g. Shall not generate Wild Heat such that when the Stim Hall temperature is 18degC the local temperature up to an including 20cm from the Test Facility is raised above 23degC h. Shall use power supply as already available at final destination . i. Shall be compatible with RF cables which are Gore cables with Industry Standard connectors. j. Input ports shall be industry standard to Threaded Neill-Concelman (TNC) or SubMiniature version A (SMA). k. Shall be supplied with Receive Antenna Patterns. l. Def Stan 00-970—shall be adhered to in relation to Bonding and Screening. m. Shall have a minimum [MTBF] as specified. 600hr threshold 10,000hrs objective n. Shall be designed and constructed to comply with Safety requirements for electrical equipment for measurement, control and laboratory use - Pt 1: General requirements, BS EN 61010 - 1.
			Training	<p>1. Two (2) x train the trainer packages shall be made available at the authorities request.</p> <ul style="list-style-type: none"> a. Each individual package shall accommodate up to 5 people b. The Contractor staff will deliver STF training at the JEWOSC, RAF Waddington utilising MoD equipment. c. The package shall comply with [DSAT] accreditation if applicable. d. The Contractor will ensure that STF training is provided by staff that are SQEP to do so.

			Support	<ol style="list-style-type: none"> The Contractor will be required to provide a Telephone/Email support service between the hours of Monday to Friday 09:00 and 17:00 offering technical advice on issues and fixes. A tasking mechanism based on time and materials with set rates for manhours. To deal with any issues that cannot be fixed through the telephone support. Please refer to Schedule 14.
			Documents	<ol style="list-style-type: none"> A Technical Equipment document set should be provided with each Rig. This should include a list of any hazards and power requirements as well as: Rig User Document:- Industry approved document on the safe operation of the test rig. From installation to reading test results. Rig Maintenance Procedure:- Industry approved document detailing the repair and replacement of Line Replaceable Units fitted to the Test Facility. Rig Calibration and Performance Test Procedure :- Industry approved document
			Design Reviews	<ol style="list-style-type: none"> The Contractor will be required to complete design reviews as follows: <ol style="list-style-type: none"> Preliminary Design Review (PDR) Critical Design Review (CDR) Technical Readiness Review (TRR)
	4 SCHEDULE	4.1	Deliverables	<p>The following deliverables shall be required by:</p> <ol style="list-style-type: none"> STF Rig date Contract Award + 19 Months Technical Document set date Contract Award + 19 Months 1x Train the trainer course up to 1 month prior to STF Rig delivery 1x Train the Trainer course date TBA Telephone/Email Support service from date option is invoked until September 2025 (or other agreed contractual end date). Design reviews date TBA <p>It should be noted Period of performance/ option(s) commencement date to be agreed during clarifications.</p>

Schedule 10 - Intellectual Property Rights

Intellectual Property Rights

I. Controller Interfaces

- a) The Authority may use or have used the information contained within the DASC Application and its associated Open Architectural ICDs as stated in the Core Principles for the DASC programme, for any UK Government purpose (which includes the right to pass the information to any other nation's Government for that Government's use in accordance with the terms of any UK inter-Governmental arrangement or agreement) and the presence of any Background IPR in these deliverables shall not fetter the exercise of said use. For the avoidance of doubt use extends to any mode of use, including modification.
- b) For the purposes of Clause I (a) the definition of ICDs is as follows: "Interface Control Document(s) (ICD) establishes, defines and, in conjunction with Configuration Management Processes, controls the interface(s) of the CDAS equipment with the host platform and its systems. The term ICD is used in this document as a generic term to cover all documents used to describe an interface e.g. Interface Specification

Other Deliverables

For the purposes of other deliverables, the following DEFCONS shall apply:

- i. DEFCON 14 (Edn.11/05) – Inventions And Designs Crown Rights And Ownership of Patents And Registered Designs
- ii. DEFCON 15 (Edn. 02/98) – Design Rights and Rights to Use Design Information, as prescribed in DEFFORM 315 found below at Annex A & C.
- iii. DEFCON 16 (Edn. 10/04) – Repair and Maintenance Information, as prescribed in DEFFORM 315 found below at Annex B & D.
- iv. DEFCON 21 (Edn. 10/04) - Retention of Records.
- v. DEFCON 90 (Edn.11/06) - Copyright
- vi. DEFCON 91 (Edn. 11/06) – Intellectual Property Rights in Software. Applicable to all software developed under this Contract that has been fully funded by the Authority.
- vii. DEFCON 531 (Edn. 11/14) – Disclosure of Information
- viii. DEFCON 632 (Edn 08/12) – Third Party Intellectual Property – Rights and Restrictions

II. Technical Publications

The contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication called for under Statement of Requirement to the Contract Conditions or any part thereof including any such part when incorporated in and amended or extended version of such technical publication. The Contractor's proprietary and copyright statements declared on each Technical Publication are to be adhered to at all times when in the Authority's possession and the Authority shall also have the right and to circulate, use or have used said technical publication including and amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing equipment to which the technical publication relates. The Authority will be responsible for any unauthorised circulation of Contractor Technical Publications that have been distributed outside of United Kingdom Government departments by the Authority.

This text has been redacted under exemptions set out by the Freedom of Information act.

Pursuant to DEFCON 90 section 4c the countries are All countries with which the UK holds a reciprocal defence agreement.

III. Authorisation by The Crown for Use of Third-Party Intellectual Property Rights

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

This text has been redacted under exemptions set out by the Freedom of Information act.

DEFFORM 315
(Edn 12/19)

Annex A

Ministry of Defence
CONTRACT DATA REQUIREMENT

1. <u>ITN/Contract Number</u> 700027319	2. <u>CDR Number</u> 001	3. <u>Data Category</u> Manufacture	4. <u>Contract Delivery Date</u> [TBA]
5. <u>Equipment/Equipment Subsystem Description</u> TBA		6. <u>General Description of Data Deliverable</u> All relevant information as part of the Manufacture programme of PFMTF Rig and STF Rigs	
7. <u>Purpose for which data is required</u> Operating and maintenance of the System by or for the Services.		8. <u>Intellectual Property Rights</u> <u>a. Applicable DEFCONs</u> DEFCON 15 (Edn 02/98) DEFCON 21 (Edn 10/04) <u>b. Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Maintained throughout the Contract Term including quarterly updates if any changes have been made to the System.			
10. <u>Medium of Delivery</u> Soft Copy in Microsoft Office Compatible Format on DVD.		11. <u>Number of Copies</u> 3 (three) Copies	

DEFFORM 315
(Edn 12/19)

Annex B

Ministry of Defence
CONTRACT DATA REQUIREMENT

1. <u>ITN/Contract Number</u> 700027319	2. <u>CDR Number</u> 002	3. <u>Data Category</u> Maintenance/ Repair/ Operation	4. <u>Contract Delivery Date</u> [TBA]
5. <u>Equipment/Equipment Subsystem Description</u> TBA		6. <u>General Description of Data Deliverable</u> PFMTF & STF Handbooks PFMTF & STF Training Guides and/or	
7. <u>Purpose for which data is required</u> Operating and maintenance of the System by or for the Services.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn 10/04) DEFCON 21 (Edn 10/04) b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> Maintained throughout the Contract Term including quarterly updates if any changes have been made to the System.			
10. <u>Medium of Delivery</u> Soft Copy in Microsoft Office Compatible Format on DVD.		11. <u>Number of Copies</u> 3 (three) Copies	

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Commercial Exploitation Agreements

Annex A to Contract No 700027319

Commercial Exploitation of Defence Equipment Developed at Government Expense

CEL Agreement No. CEA/0710/20/21

Delivery Team Details: Apache Capability Sustainment Programme

Interpretation etc.

1. In this Agreement the following shall have the effect with respect to interpretation:
 - a. 'the Contract(s)' mean(s) Contract No(s) 700027319 between the Ministry and the Contractor relating to Provision of Pre-Flight Messaging Test Facility (PMTF) Rigs ;
 - b. 'Contract Article' means any article which uses the design produced under the Contract(s) and includes any sub-assemblies, components or spares thereof;
 - c. 'Government-funded tooling' means jigs and tools, etc. provided or paid for by the Ministry and required for the production of a Contract Article;
 - d. the 'Contractor' includes any subsidiary or associated company of the Contractor;
 - e. 'leviable transaction' means a sale or any other transaction giving rise to levy under this Agreement;
 - f. the 'Contractor's selling price' means, subject to the proviso hereto, the price for which the Contractor invoices its customer but excluding the cost of such of the following elements as are applicable and can be identified to the satisfaction of the Ministry:
 - (1) Freight costs and insurance.
 - (2) Cost of packing not developed at UK Government expense.
 - (3) The cost of ECGD servicing and other sales finance charges including interest on customer credit.
 - (4) The cost of any MOD inspection.
 - (5) Installation and commissioning costs where installation and commissioning form no part of the work under the development contract(s).
 - (6) Agents' fees and commission.
 - (7) The price paid by the Contractor for an article or articles supplied to them by a third party for incorporation in the Contract Article, but only if such third party has a separate commercial exploitation agreement with the Ministry relating to such article or articles and

has been informed by the Contractor that such article or articles are being used for a leviable transaction.

(8) Value Added Tax where applicable.

Provided that any element of profit which the contractor has included in the above items (1) - (8) shall not be so included.

g. 'Profit' other than for the purposes of the proviso to sub-clause f. of this Clause means the difference between the Contractor's selling price and the allowable costs prescribed by the Ministry for the purpose of the sale in question, provided such difference is a positive sum.

Sales and Licences

2. Should the Contractor sell any Contract Article, other than for any purpose set out in Clauses 5 and 6 hereof, the Contractor shall pay to the Ministry:

- a. a levy for the use of the design to be calculated at 7.5% per cent of the Contractor's selling price [except that the percentage rate of levy may be revised at the end of the development contract if the Contractor or the Ministry can demonstrate that the design relied more, or less, on private venture research and development than was assumed in agreeing the levy rate]*.
- b. a levy of 2.5 per cent of the Contractor's selling price for the use of Government-funded tooling except that the rate of 2.5 per cent shall be reduced appropriately where a substantial part of jigs and tools etc. used in connection with a sale or other transaction has not been provided or paid for by the Ministry;

except that, unless otherwise agreed by the Ministry, levy on individual sales above £15M in value (for which purpose contemporaneous sales of the same equipment to the same customer will count as one sale) will be payable on an appropriate profit-sharing basis to be agreed between the Contractor and the Ministry before the contract of sale is entered into. The threshold of £15M may be increased from time to time by the Ministry, in relation to future sales, to take account of inflation.

3. Should the Contractor grant a licence to manufacture Contract Articles, the Contractor shall pay to the Ministry a levy calculated at 33.3 per cent of the gross receipts of the Contractor in money by way of royalties, licence fees or otherwise in respect thereof:

Provided that:

- a. where the consideration consists wholly or in part of some benefit other than money the levy shall, in lieu of or in addition to such payments (as the case may be), consist of or include a sum representing 33.3 per cent of what may reasonably be regarded as the value of the said benefit; and
- b. the Contractor shall not grant any licence for which there is no consideration, or only nominal consideration, without first agreeing with the Ministry what levy if any should reasonably be paid to the Ministry in respect of such licence; and
- c. where the licensee pays for parts supplied in addition to paying its licence fee for manufacturing Contract Articles, levy on such parts shall be due in accordance with Clause 2 above in addition to the rate due under this clause. The receipts by the Contractor in respect of such parts shall not be regarded as receipts in respect of the licence on which the levy of 33.3 per cent is charged.

4. Payment of levy is deemed to include payment for the use of any industrial property rights owned by the Ministry in connection with a sale or other transaction giving rise to levy under this Agreement.

5. No levy shall be payable in respect of:

- a. purchases by the Ministry;
- b. sales to another UK Government Contractor or sub-contractor when the Contract Articles concerned can be clearly identified as being supplied to meet the requirements of the Ministry;
- c. substantial individual equipment not developed at UK Government expense.

6. In the case of sales to the Government of Australia, whether directly or under a sub-contract, of Contract Articles which are Guided Weapons or other items which have been developed with the aid of the Joint Project facilities at the Weapons Research Establishment, Woomera, and of spares for elements of such systems, the levy shall be restricted to a charge for the use of Government-funded tooling in accordance with Clause 2.b.

Sales of or Licensing of Spares or Parts

7. The sale of or licence to manufacture spares or parts of Contract Articles shall attract levy in accordance with this Agreement unless the Ministry agrees that an allowance may be made for any elements of the design of any such spare or part that were not developed at UK Government expense or a reduced rate of levy shall apply on all such spares and parts where there are practical difficulties in distinguishing between those which attract the full rate of levy, those which attract a reduced rate of levy and those on which no levy is due.

Derivatives

8. Should the Contractor sell, refurbish, recondition, maintain, lend, hire, or grant a licence to manufacture any articles in any further stage of development or articles based on the design of, or using design features of, or being a scaled version of, the Contract Article, levy calculated in accordance with this Agreement shall be due to the Ministry only to such extent as shall be reasonable in the circumstances. Subject to this the provisions of this Agreement shall apply.

Refurbishing or Reconditioning

9. Should the Contractor for resale or otherwise refurbish or recondition any Contract Articles (except at no charge to the customer under defects liability obligations) the Contractor shall pay to the Ministry a levy consisting of:

- a. a sum calculated in accordance with this Agreement on the selling price of any new sub-assemblies, components and spare parts embodied in the reconditioned or refurbished Contract Articles; and
- b. a sum for any use of Government-funded tooling (other than any used only in the manufacture of the said new sub-assemblies, components and spare parts) calculated as in Clause 2.b on the Contractor's selling price of the said reconditioned or refurbished Contract Articles after deduction of the selling price of any new sub-assemblies, components and spare parts embodied in the reconditioned or refurbished Contract Articles.

Maintenance Agreements

10. Where an agreement for the maintenance of Contract Articles between the Contractor and another party for a fee includes the provision of parts and spares of such Contract Articles not separately

invoiced, a levy calculated in accordance with this Agreement will be due on that proportion of the maintenance fee which represents a reasonable estimate for the provision of such parts and spares.

Loan or Hire of Contract Articles

11. Should the Contractor enter into any Agreement for lending any Contract Articles or for otherwise making such Articles available to a third party except by way of sale, the Contractor shall pay to the Ministry a levy calculated as specified under Clause 2 hereof of the gross receipts of the Contractor.

Provided that:

- a. where the consideration consists wholly or in part of some benefit other than money the levy shall, in lieu of or in addition to such payment (as the case may be), consist of or include a sum calculated in accordance with Clause 2 hereof and based on what may be reasonably regarded as the value of the said benefit; and
- b. the Contractor shall not enter into any Agreement (as set out in this clause) for which there is no consideration, or only nominal consideration, unless the Ministry has agreed what levy, if any, should reasonably be paid to the Ministry in respect of such Agreement.

12. Unless the Contract Article is subsequently sold, no levy shall be due where the Contractor makes a Contract Article solely for its own research or development purposes or for its own demonstration or sales promotion purposes, except in respect of use of Government-funded tooling. Contract Articles made and used by the Contractor for any other purpose shall attract levy at normal rates in accordance with Clause 2.

Abatement of Levy

13. Where, in the circumstances of an individual sale, the Contractor considers that the effect upon its selling price of inclusion of levy rates calculated in accordance with Clause 2 would be such as to prejudice its chances of completing the sale, or would result in an unreasonably low profit, it shall be open to the Contractor before the sale contract is entered into to seek the approval of the Ministry to an abatement scheme in accordance with the provisions of Clauses 14 and 15 herein. Provided that the Contractor's cost accounting system is adequate in the opinion of the Ministry to provide the statements of allowable costs necessary to implement the scheme such approval will not be unreasonably withheld.

14. The abatement scheme shall generally determine levy on the basis of outturn profitability of the sale in question expressed as a percentage on the allowable costs as prescribed for this purpose by the Ministry and shall apply as follows:

- a. where Government-funded tooling is used, the first half percent of profit on cost shall be payable to the Ministry;
- b. the next 5% of profit on cost (or the initial 5% where sub-clause 14.a does not apply) shall be retained by the Contractor;
- c. the remaining profit, without upper limit, shall be shared between the Ministry and the Contractor in the ratio of 1:1 until a total profit of 25% on cost has been reached, and thereafter in the ratio of X:1.

Note: X should be one-fifth of the total normal unabated levy rates, but never less than 1.

15. Once a request to apply the abatement scheme has been approved by the Ministry it shall not thereafter be revoked by either party for the sale in question. The Contractor shall provide on request and in a specified form a certified statement of costs and profitability and such facilities as may be necessary for the Ministry, if it so desires, to verify the statements. Where the value of the sale is less than £500,000 any abatement of levy may at the discretion of the Ministry, be settled (before the sale contract entered into is concluded) on the basis of the expected outturn profitability provided the request for abatement is supported by adequate evidence and reasonable notice is given to the Ministry.

Notification of Leviable Transactions

16. The Contractor shall notify details including, where appropriate, the expected value of the sale, to the Ministry Delivery Team named in the Contract quoting the number of the Contract / CEL Agreement No.:

- a. in respect of a sale of any Contract Articles or of a development or derivation thereof:
 - (1) as soon as it becomes apparent that a sale (or contemporaneous sales of the same equipment to the same customer) above £15M in value (or such higher value as may be notified by the Ministry from time to time) may arise;
 - (2) immediately a first sale of lesser value is entered into;
- b. immediately any negotiations for the grant of a licence for the manufacture of any Contract Articles, or of a development or derivation thereof, is entered into (the Ministry reserves the right in this connection to be supplied with a copy of the terms of the licence agreement); or
- c. in respect of any leviable transaction other than a sale or licence relating to any Contract Articles, or to a development or derivation thereof:
 - (1) immediately the transaction is entered into where the rate of levy is laid down in this Agreement;
 - (2) immediately negotiations are entered into where the appropriate rate of levy has not been agreed;
- d. when any proposed extension or alteration to the transactions set out in a.(1), b. or c.(2) is considered.

Cancelled Orders

17. Where a sale is cancelled after some work in aid of the sale involving the use of Government-funded tooling has been undertaken, a levy shall be due in respect of such use calculated on a fair and reasonable basis. Where the Contractor has received any payments, whether from its customer or otherwise which it is entitled to retain, in respect of work done or in hand, or in respect of any claim arising out of the cancellation, levy shall also be due on a fair and reasonable basis having regard to the reasonable costs and claims which the Contractor may have to meet therefrom. The Contractor shall notify any such cancellation to the Ministry Delivery Team named in the Contract and shall provide such information as may reasonably be required for the determination of the levies payable under this Clause.

Should any Contract Article (or article falling under Clause 8) manufactured or in course of manufacture prior to cancellation subsequently be re-sold levy will again be due on the normal basis.

18. The liability of the Contractor to the Ministry for any sum due under this Agreement shall accrue:

- a. in respect of sales, on the date of delivery ex-Contractor's works or, where the sale contract so prescribes, upon shipment;
- b. in respect of cancelled sales, six months after the date of cancellation or such longer period as may be agreed;
- c. in the case of licences, and in any other case in which levy is based on gross receipts by the Contractor in respect of an agreement relating to Contract Articles, on the date of receipt by the Contractor of each payment;
- d. in respect of the use of Government-funded tooling where no other liability for levy arises, upon completion of the work in question, except that if the work takes longer than a year interim payments of levy will accrue as deliveries take place. In the event of cancellation of the sale liability will accrue six months thereafter;
- e. in respect of any Variation of Price settlements on receipt of payment by the Contractor.

Payment of levy shall be in accordance with the Accounting provisions at Clauses 21-24 below.

19. Where an abatement scheme has been approved in accordance with Clauses 13-15 the Contractor shall be liable for interim payment of levy in accordance with the provisions of Clause 18 at one half the appropriate unabated levy rate unless the Ministry agrees otherwise. A final adjustment to or from the Ministry shall be made as soon as it is practicable after completion of the sale. The Ministry reserves the right to review and alter interim rates of levy from time to time and agrees to carry out such a review upon request by the Contractor.

20. Should the Contractor fail to provide statements under Clause 22 within a reasonable time the Ministry reserves the right to assess the levy payable and to recover the same.

Accounting

21. The Contractor shall supply to Defence Business Services Finance-Commercial Exploitation Agreement Team, 1st Floor, Walker House, Exchange Flags, Liverpool L2 3YL, two copies of a statement (see Clause 22) at 6 month intervals commencing with first sale or licensing arrangements (see Clause 16).

22. The statement shall contain information concerning every sale, licence or other transaction in respect of which levy accruing during the period to which the statement relates is payable, and in particular shall specify:

- a. the nature of the transaction (making clear under which of the Clauses 2-12 hereof it falls) and the date thereof and the name and address of the other party or parties thereto;
- b. in the case of a sale, the quantity and type of equipment sold, the selling price, and in any other case, the gross receipts in money in respect thereof and the nature and value of any consideration other than money;

- c. any other matters relevant to determining the levy payable;
- d. the sum (to the nearest pound) computed to be payable by the Contractor to the Ministry in respect of each transactions (including a provisional sum in any case in which the sum depends upon a reasonable figure yet to be agreed with the Ministry).

23. The statement shall be provided not later than two months after the close of the period to which it relates once a first sale or licensing has been agreed and 'nil' statements shall thereafter be provided whenever appropriate. Where there are NIL returns over a number of years and no evident prospect of a future leviable activity or receipt the contractor should approach the Ministry Delivery Team commercial officer regarding future reporting and future CEL arrangements.

24. Each statement shall be accompanied by a payment covering the accrued levy calculated by the Contractor to be due and set out in the statement (plus VAT where applicable). Invoices in respect of any other accrued levy will be issued to the Contractor by Defence Business Services Finance-Commercial Exploitation Arrangement Team (DBSFin-CEA-Team@mod.uk). Payments (including VAT where applicable) shall be made to the Secretary of State for Defence at the address to which statements are to be supplied, or at the address stated on the invoice, as appropriate.

25. Two copies of an annual certificate that the sums reported on the statements are correct and complete and in accordance with the Contractor's books of account and records or that no sales have been made or licences granted or other leviable transactions entered into, shall be obtained by the Contractor from its Auditors and shall be forwarded to Defence Business Services Finance-Commercial Exploitation Arrangement Team (DBSFin-CEA-Team@mod.uk) not later than six months after the end of the Contractor's financial year.

26. For the purpose of verifying the statements the Contractor shall maintain proper books of account and records at its premises and shall make them available for inspection at all reasonable times by the representatives of the Ministry and of the National Audit Office.

Recovery of Sums Due

27. Whenever under this Agreement any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under any contract with the Ministry or with any Department or Office of Her Majesty's Government.

Arbitration etc

28. This Agreement shall be considered as an agreement made in England and subject to English Law.

29. All disputes, differences or questions between the parties to this Agreement with respect to any matter arising out of or relating to this Agreement shall be referred to the arbitration of two persons (one to be appointed by the Ministry and one by the Contractor) or their Umpire, in accordance with the provisions of the Arbitration Act 1996.

30. Nothing in this Agreement shall be construed as relieving the Contractor from responsibility for:

- a. obtaining the necessary export licence as applicable to any overseas sale;

- b. obtaining any necessary release from security restrictions in force for the Contract Articles.

31. Contractors are advised to consult the Exports Team, Security Policy and Operations, MOD, 4.C, Whitehall, London SW1A 2HB, on a case by case basis before making offers to sell Contract Articles overseas.

Signed:
(MOD Commercial)

Signed:
(Contractor)

Date:

Date:

Annex B to Contract No 700027319

Commercial Exploitation of Computer Software Developed at Government Expense

CEL Agreement No. CEA/0711/20/21

Delivery Team Details: Apache Capability Sustainment Programme

This AGREEMENT is made the 10 day of June 2021 BETWEEN THE SECRETARY OF STATE FOR DEFENCE (hereinafter called 'the Ministry') of the one part and Leonardo MW Ltd whose registered office is situated at 300 Capability Green, Luton, LU1 3PG (hereinafter called 'the Contractor' which expression where the context so admits or requires shall include its successors in title) of the other part.

WHEREAS:

- (1) By virtue of conditions of (a) Contract(s) between the Contractor and the Ministry the Contractor has developed certain Computer Software for the Ministry and is the beneficial owner of all Intellectual Property Rights therein;
- (2) By virtue of the conditions of said Contract(s) the Contractor is permitted to commercially exploit said Computer Software provided that it first agrees with the Ministry the sum or sums which should reasonably be paid to the Ministry having regard to the amount paid or payable to the Contractor by the Ministry under the Contract(s) and other relevant Contracts.
- (3) The parties hereto have agreed that the aforementioned sum or sums payable and the conditions governing payment thereof shall be as set forth in the following Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

Definitions

1. In this Agreement the following terms shall have the following meanings:
- a. 'The Contract(s)' means Contract Number(s) 700027319 between the Ministry and the Contractor for the Provision of Pre-Flight Messaging Test Facility (PMTF) Rigs.

- b. 'Contract(s) Software' means the computer program or part thereof generated under the Contract(s) and including any adaptation, extraction, translation, modification or enhancement thereof and any associated documentation such as program user guides.
- c. the 'Contractor' includes any subsidiary company or associated company of the Contractor.
- d. 'Sale' means any sale transaction, lease or hire of, or the grant of an end-user licence in respect of, the Contract(s) Software in whole or in part by the Contractor, and derived terms such as 'selling' shall be construed accordingly.
- e. 'Bureau Services' - means a service whereby the benefit of the Contract(s) Software is provided to a customer for gain, without transfer of the Contract(s) Software to the customer.
- f. 'Leviable Transaction' means any transaction giving rise to levy under this agreement, and shall include a transaction for the supply of the Contract(s) Software and the grant of licences and shall also include a transaction for Bureau Services.
- g. The 'Contractor's selling price' means the price for which the Contractor invoices its customer before the deduction of any discounts but excluding such of the following elements as are applicable and can be identified to the satisfaction of the Ministry;
 - (1) freight costs and insurance;
 - (2) packaging not developed at UKG expense;
 - (3) the cost of ECGD servicing and other sales finance charges;
 - (4) any charges relating to MOD inspection;
 - (5) installation and commissioning costs incurred where installation and commissioning formed no part of the work under the Contract(s) but excluding the cost of providing any warranty;
 - (6) Agent's fees and commissions;
 - (7) Value Added Tax where applicable.

Provided that any element of Profit which the Contractor has included in the above items (1) to (7) shall not be so included.

- h. 'Profit' other than for the purposes of the above proviso to sub-clause (g) above means the difference between the Contractor's selling price and the allowable costs as prescribed by the Ministry for the purpose of the Sale in question provided such difference is a positive sum.

Sales and Licences

- 2. Should the Contractor sell any Contract(s) Software or any material reproducing the Contract(s) Software other than for any purpose set out in Clause 8 hereof the Contractor shall pay to the Ministry:
 - a. A levy for the use of the Intellectual Property Rights enshrined in the Contract(s) Software including copyright to be calculated at 80% of the Contractor's selling price.

- b. A share of the profits on any Leviable Transaction for which the Contractor's gross receipts exceed £15M in value (for which purpose contemporaneous Leviable Transactions of the same Contract(s) Software to the same customer will count as one Leviable Transaction), said share to be agreed between the Contractor and Ministry before the transaction contract is entered into. The threshold of £15M may be increased from time to time by the Ministry, in relation to future transactions to take into account inflation.
3. Should the Contractor grant a licence to reproduce the Contract(s) Software and to enable the Licensee to sell the Contract Software(s) or should the Contractor assign or otherwise dispose of its rights in the Contract(s) Software, the Contractor shall pay the Ministry a levy calculated at 80% of the gross receipts of the Contractor in money by way of royalties, licence fees or otherwise in respect thereof.
- Provided that:
- a. The Contractor shall not assign or grant an exclusive licence or otherwise dispose of its rights in the Contract(s) Software without the prior written consent of the Ministry, which consent shall not be unreasonably withheld. It will be a condition of consent that the terms of the said assignment or said exclusive licence or disposition shall be consistent with the terms and conditions of this Agreement and that before entering into an Agreement to assign or grant an exclusive licence or otherwise dispose of its rights in the Contract(s) Software the Contractor shall ensure that the proposed assignee or the proposed exclusive licensee enters into an agreement with the Ministry reserving to the Ministry the rights granted to it in the Contract(s);
- b. Where the consideration comprises wholly or in part some benefit other than money the levy shall, in lieu of or in addition to such payments (as the case may be), consist of or include a sum representing 80% of what may be reasonably regarded as the value of the said benefit; and
- c. The Contractor shall not grant any licence or make an assignment or otherwise dispose of its rights in the Contract(s) Software where there is no consideration, or only nominal consideration, without first agreeing with the Ministry what levy (if any) should reasonably be paid to the Ministry in respect of such licence assignment or disposition of rights.
4. If the Contractor uses the Contract(s) Software to develop other computer software, and the Contractor wishes to enter into a Sale involving the computer software as developed, then the Contractor shall notify the Ministry prior to the said Sale, and the levy due upon the said Sale shall be agreed upon between the Ministry and the Contractor.
5. The Contractor shall not place in the public domain or disclose to a third party the Contract(s) Software nor any computer software developed by use of the Contract(s) Software without first notifying the Ministry and agreeing with the Ministry the amount of levy that shall be payable in respect of such placement or disclosure.
6. Where an agreement for the maintenance of the Contract(s) Software between the Contractor and another party for a fee also includes the supply of the Contract(s) Software not separately invoiced, a levy calculated in accordance with this Agreement will be due on that proportion of the maintenance fee which represents a reasonable price for the Supply of the Contract(s) Software.
7. Subject to Clause 8 below payment of levy is deemed to include payment for the use of any Intellectual Property Rights owned by the Ministry (or in the case of copyright, administered for

commercial exploitation by the Ministry) which is in the Contractor's possession and is necessary in connection with the Sale or other transaction giving rise to levy under this Agreement.

8. This Agreement does not provide a right to use or include payment for the use of any Intellectual Property Rights (or in the case of copyright, administered for commercial exploitation by the Ministry) which are administered and managed on behalf of the Ministry by the Meteorological Office.

9. It shall be the sole responsibility of the Contractor to ensure that it has secured adequate rights from any third party to use and exploit elements of the Contract(s) Software in which the Intellectual Property Rights are owned by such third party.

10. No levy shall be payable in respect of;

- a. the supply of the Contract(s) Software to the Ministry;
- b. the supply of the Contract(s) Software under any transactions with the Ministry's Agents or its contractor or sub-contractor where the Contract(s) Software can be clearly identified as being supplied to meet the requirements of the Ministry.

Sales or Licensing of Adaptations, Extraction's, Translations, or Enhancements of the Contract(s) Software.

11. Sales involving, or licences to reproduce, adaptations, extraction's, translations or enhancements of the Contract(s) Software shall attract levy in accordance with this Agreement unless the Ministry agrees that an allowance may be made for software that was not developed at UK Government expense.

Contract Software for Contractor's Own Use.

12. Without prejudice to Clause 3 above unless the Contract(s) Software is subsequently sold, no levy shall be due where the Contractor reproduces the Contract(s) Software solely for its own research or development purposes or for its own demonstration or sales promotion purposes. Contract(s) Software reproduced and used by the Contractor for any other purpose shall attract levy at normal rates in accordance with Clauses 2 to 6 hereof.

Abatement of Levy

13. Where, in the circumstances of an individual Sale, the Contractor considers that the effect upon its selling price of inclusion of levy rates calculated in accordance with Clause 2 would be such as to prejudice its chances of completing the Sale or would result in an unreasonably low profit, it shall be open to the Contractor before the Sale contract is entered into to seek the approval of the Ministry to an abatement scheme in accordance with the provisions of Clauses 15 and 16 herein. Provided that the Contractor's Cost Accounting System is adequate in the opinion of the Ministry to provide the statements for allowable costs necessary to implement the scheme such approval shall not be unreasonably withheld.

14. The abatement scheme shall generally determine levy on the basis of outturn profitability of the Sale in question expressed as a percentage of the allowable costs as prescribed for this purpose by the Ministry and shall apply as follows:

- a. The first 5% of profit on cost shall be retained by the Contractor.
- b. The remaining profit, without upper limit, shall be shared between the Ministry and the Contractor in the ratio of 1:1 until a total profit of 25% on cost has been reached, and thereafter in a ratio to be agreed between the Ministry and the Contractor.

15. Once a request to apply the abatement scheme has been approved by the Ministry it shall not thereafter be revised by either party for the Sale in question. The Contractor shall provide on request and in a specified form a certified statement of costs and profitability and such facilities as may be necessary for the Ministry, if it is so desired, to verify the statement. Where the value of the sale is less than £500,000 any abatement levy may at the discretion of the Ministry be settled (before the Sale Contract is entered into) on the basis of the expected outturn profitability provided the request for abatement is supported by adequate evidence and reasonable notice is given to the Ministry.

16. Where an abatement scheme has been approved in accordance with Clauses 13 to 15 of this Agreement the Contractor shall be liable for an interim payment of levy in accordance with the provisions of Clause 20 of this Agreement at one-half the appropriate unabated levy rate unless the Ministry agrees otherwise. A final adjustment to or from the Ministry shall be made as soon as it is practicable after completion of the Sale. The Ministry reserves the right to review and alter interim rates of levy from time to time and agrees to carry out such a review upon request by the Contractor.

Cancelled Orders

17. Where a Sale is cancelled and the Contractor has received any payments, whether from its customer or otherwise, which it is entitled to retain, in respect of work done or in hand, or in respect of any claim arising out of the cancellation, levy shall also be due on a fair and reasonable basis having regard to the reasonable costs and claims which the Contractor may have to meet therefrom. The Contractor shall notify any such cancellation to the Ministry Delivery Team named in the Contract and shall provide such information as may be necessary or reasonably required for the determination of the levies payable under this clause. If a sale is entered into which involves any Contract(s) Software or any adaptation, extraction, translation or enhancement thereof which was involved in the said cancelled Sale levy will again be due on the above-mentioned basis.

Accounting

18. The liability of the contractor to the Ministry for any sum due under this Agreement shall accrue:

- a. in respect of sales on the date of delivery;
- b. in respect of cancelled Sales, six months after the date of termination or such longer period as may be agreed between the Contractor and the Ministry;
- c. in the case of licences, assignment or other disposition of rights in the Contract(s) Software on the date of receipt by the Contractor of each payment.

19. The Contractor shall prepare statements which contain information concerning every Sale, licence, assignment or disposition of rights or other Leviable Transaction in respect of which levy accruing during the period to which the statement relates is payable, and in particular shall specify:

- a. the nature of the Leviable Transaction (making clear under which of the Clauses 2 to 12 hereof it falls), and the date thereof and the name and address of the other party or parties thereto;
- b. in the case of a Sale the number of copies of the Contract(s) Software sold, the selling price and in any other case, the gross receipts in money by the Contractor and the nature and value of any consideration other than money in respect thereof;
- c. in the case of any other Leviable Transaction, the gross receipts in money by the Contractor and the nature and value of any consideration other than money in respect thereof;
- d. any other matters relevant to determining the levy payable;

- e. the sum (to the nearest pound) computed to be payable by the Contractor to the Ministry in respect of each transaction (including a provisional sum in any case in which the sum depends upon a reasonable figure yet to be agreed with the Ministry).
20. The Contractor shall supply to Defence Business Services Finance-Commercial Exploitation Arrangement Team , 1st Floor, Walker House, Exchange Flags, Liverpool L2 3YL, two copies of the Statement at six monthly intervals commencing with the first Sale or licensing, assignment or disposition of rights arrangements.
21. The statement shall be provided not later than two months after the close of the period to which it relates and 'nil' statements shall thereafter be provided whenever appropriate. Where there are 'nil' returns over a number of years and no evident prospect of a future leviable activity or receipt the Contractor should approach the Ministry Delivery Team commercial officer regarding future reporting arrangements.
22. Each statement shall be accompanied by a payment covering the accrued levy calculated by the Contractor to be due and set out in the statement (plus VAT where applicable). Invoices in respect of any other accrued levy will be issued to the Contractor by Defence Business Services Finance-Commercial Exploitation Arrangement Team. Payments (including VAT where applicable) shall be made to the Secretary of State for Defence at the address to which statements are to be supplied, or at the address stated on the invoice, as appropriate.
23. Should the Contractor fail to provide Statements within a reasonable time the Ministry reserves the right to assess the levy payable and to recover the same.
24. Two copies of an annual certificate that the sum reported on the Statements are correct and complete in accordance with the Contractor's books of account and records, or that no Sale has been made or licence assignment or disposition of rights in the Contract Software granted or other Leviable Transactions entered into, shall be obtained by the Contractor from its auditor and shall be forwarded to Defence Business Services Finance-Commercial Exploitation Arrangement Team not later than six months after the end of the Contractor's financial year.
25. The Contractor shall maintain proper books of accounting records at its premises and shall make them available for inspection at all reasonable times by the representatives of the Ministry and of the National Audit Office for the purpose of verifying that the terms and conditions of this Agreement are being complied with.
26. Whenever under this Agreement any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under any contract with the Ministry or with any Department of Her Majesty's Government.
27. The Contractor shall notify the Ministry Delivery Team named in the Contract(s), quoting the number of the Contract, of details of all transactions involving the Contract(s) Software as set out in (a), (b) and (c) below:
- a. Immediately it becomes apparent to the Contractor that a Sale (or contemporaneous Sale of the same software to the same Contractor) which is of value above £15M (or such higher value as may be notified by the Ministry from time to time) to the Contractor may arise, and the Contractor shall notify the said Ministry Delivery Team of the estimated value.
- b. In the event of negotiations for the grant of a licence, assignment or other disposition of rights relating to the Contract(s) Software, immediately a draft licence, assignment or other such

document pertaining to the said disposition has been prepared, and shall supply a copy of the said document to the Ministry Delivery Team.

- c. Immediately it becomes apparent to the Contractor that any change in the situations referred to in sub-clause (a) and (b) of this clause is likely to occur.

Export Licence

28. Nothing in this Agreement shall be construed as relieving the Contractor from responsibility for:

- a. obtaining the necessary export licences as applicable to any overseas sale;

or

- b. obtaining any necessary release for security restrictions in force for the Contract(s) Software.

29. The Contractor is advised to consult the Export Team, Security Policy and Operations, MOD, 4.C, Whitehall, London SW1A 2HB, on a case by case basis, before making offers to sell or licence the Contract(s) Software overseas.

Arbitration

30. All disputes, differences or questions between the parties to this agreement with respect to any matter arising out of or relating to this Agreement shall be referred to the arbitration of two persons (one to be appointed by the Ministry and one by the Contractor) or their Umpire, in accordance with the Arbitration Act 1996.

Law

31. This Agreement shall be construed as a contract made in England and shall be subject to English Law

Signed:
(MOD Contracts)

Date:

Signed:
(Contractor)

Date:

Schedule 11 - Security Aspects Letter

David H Lee
Apache Project Team

01935 361578

DESApache-CapDel-
SyAsrncCoord@mod.gov.uk

Darren Bell
Security Manager
Leonardo UK Ltd
300 Capability Green
Luton, Bedfordshire
LU1 3PG

Defence Equipment & Support
Abbey Wood, Yew, NH1
Filton, Bristol
BS34 8JH

19 March 2020

Our Reference: DES/580/T03/A12/Grading

SECURITY ASPECTS LETTER

Dear Sir

Contract 700027319 Pre-Flight Message Test Facility

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the aspects listed below are designated as ***'This text has been redacted under exemptions set out by the Freedom of Information act'*** for the purpose of the DEFCON 659A Security Clause included in the contract and, for DEFCON 660, aspects that are classified as ***'This text has been redacted under exemptions set out by the Freedom of Information act.'***

SECURITY ASPECTS	CLASSIFICATION
<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>
<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>
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SECURITY ASPECTS	CLASSIFICATION
<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>
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<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>

Will you please confirm that:

- a. The above definition of the '***This text has been redacted under exemptions set out by the Freedom of Information act***' of the above contract has been brought to the attention of the person directly responsible for the security of this contract.
 - b. The definition is understood.
 - c. You have access to the Security Policy Framework and other security requirements/measures provided on the DE&S PSyA restricted access website or alternative and that measures can, and will be taken to safeguard the This text has been redacted under exemptions set out by the Freedom of Information act Matter.
 - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the company Security Officer or they have otherwise been informed that the provisions of the OSA apply to all classified information associated with this contract.
3. If you have any difficulty either in interpreting the definition of the This text has been redacted under exemptions set out by the Freedom of Information act Matter or in safeguarding it, will you please let me know immediately, and send a copy of your letter to your DE&S PSyA Security Adviser.
4. The requirements, which outline the principal measures required to safeguard '***This text has been redacted under exemptions set out by the Freedom of Information act.***' and '***This text has been redacted under exemptions set out by the Freedom of Information act.***' information, is at Annex A for your compliance.
5. Any access to information on MoD premises that may be needed will be in accordance with MoD security regulations under the direction of the MoD Project Officer.

This text has been redacted under exemptions set out by the Freedom of Information act.

This text has been redacted under exemptions set out by the Freedom of Information act.

Yours faithfully

David H Lee
Apache Security Assurance Coordinator

Annex: ***This text has been redacted under exemptions set out by the Freedom of Information act.***

Copy to:

Copy via MODNET email to:
DES PSyA-SecurityAdviceCentre (MULTIUSER)
SPO DSR-STInd (MULTIUSER)
ISS Des-DAIS-SRAAcc8-IA (Collins, David C1))

This text has been redacted under exemptions set out by the Freedom of Information act.

This text has been redacted under exemptions set out by the Freedom of Information act.

ANNEX to
DES/580/T03/A12/Grading
Dated 19 March 2020

This text has been redacted under exemptions set out by the Freedom of Information act.

This text has been redacted under exemptions set out by the Freedom of Information act.

This text has been redacted under exemptions set out by the Freedom of Information act.

Schedule 12 - Government Furnished X

GOVERNMENT FURNISHED X

In accordance with Section C, the Tenderer is required to complete the below table for any Government Furnished Assets or Government Furnished Information required. All Government Furnished X are required for full length of contract.

GFE

System	LRU	NSN	Part Number	PFMTF	STF	Qty	LUK Notes	MOD Notes	From	To
<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	1	2	3			T0 + 6 Months	Beyond end of Contract
<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	1	2	3	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the</i>	<i>This text has been</i>	<i>This text has been redacted</i>	1	2	3			T0 + 6 Months	Beyond end of Contract

This text has been redacted under exemptions set out by the Freedom of Information act.

This text has been redacted under exemptions set out by the Freedom of Information act.

	<i>Freedom of Information act.</i>	<i>redacted under exemptions set out by the Freedom of Information act.</i>	<i>under exemptions set out by the Freedom of Information act.</i>							
	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	4	8	12			T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	2	4	6	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	0	0	0	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	All 3x at Boeing	T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the</i>		<i>This text has been redacted</i>	0	0	0	<i>This text has been</i>		T0 + 6 Months	Beyond end of Contract

This text has been redacted under exemptions set out by the Freedom of Information act.

This text has been redacted under exemptions set out by the Freedom of Information act.

	<i>Freedom of Information act.</i>		<i>under exemptions set out by the Freedom of Information act.</i>				<i>redacted under exemptions set out by the Freedom of Information act.</i>			
Laser Warning Receiver	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	1	2	3	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	0	8	8	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		T0 + 6 Months	Beyond end of Contract
<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	2	4	6			T0 + 6 Months	Beyond end of Contract

This text has been redacted under exemptions set out by the Freedom of Information act.

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	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	1	2	3			T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	1	2	3			T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	2	4	6	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	1	2	3	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>		T0 + 6 Months	Beyond end of Contract

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	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	0	10	10			T0 + 6 Months	Beyond end of Contract
	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	0	2	2			T0 + 6 Months	Beyond end of Contract

GFI

Information	From	To
Aircraft Human Machine Interface (HMI) from Boeing so that the TP emulator can represent the aircraft displays (audio and video information)	T0 + 2 Months	Expiry of the Contract

This text has been redacted under exemptions set out by the Freedom of Information act.

Schedule 13 - Tasking Authorisation Form

Tasking Authorisation Form

PROCEDURE FOR TASKING WITHIN 700027319

1. In accordance with Schedule 2 (Schedule of Requirements) the Authority may require the Contractor to provide Tasks using the process detailed in this Schedule.
2. The Contractor shall not commence any Task prior to receipt of formal written authorisation of the Task evidenced by the signature and dating of Part C of the Tasking Authorisation Form by the Authority's Project Officer and Commercial Officer and the provision of a unique reference number for the Task. Any work and/or services undertaken prior to receipt of formal authorisation of a Task shall be at the Contractor's own risk. The Authority will not pay the Contractor for any goods and/or services completed in advance of an authorised Task.
3. Any requirement for Tasks shall be defined by the Authority's Project Officer by completing and authorising Part A of the Additional Tasking Form. Where the Task relates to any design work the Tasking Authorisation Form will have an associated DEFFORM 315 (Contract Data Requirement) as set out at Appendix 2 to this Schedule. The Authority's Commercial Officer shall authorise Part A of the Tasking Authorisation Form and forward the Tasking Authorisation Form to the Contractor for completion by the Contractor.
4. For the purposes of identifying individual Tasks, the Authority will allocate a discrete sequential reference number, which the Contractor shall use.
5. Within 14 (fourteen) Business Days of receipt of an approved Tasking Authorisation Form, or such other period agreed by both Parties. If a period outside of the 14 (fourteen) Business Days is to be agreed both Parties are to agree this period within 5 (five) Business Days of submission of the Tasking Authorisation Form. The Contractor shall complete Part B of Tasking Authorisation Form and return the Tasking Authorisation Form to the Authority's Commercial Branch together with any supporting documents referred to in Part B. Such Part B and supporting documents shall constitute the Contractor's proposal (a "**Proposal**"). Where it is not possible to provide the Authority with a Proposal within such 14 (fourteen) Business Days or such other period then the Contractor shall at the earliest opportunity within the 14 (fourteen) Business Days or such other period advise the Authority's Commercial Officer of the reason for the delay and provide a firm date for when a Proposal will be supplied.
6. The Contractor shall price all Proposals in accordance with the provisions under the Defence Reform Act (DRA), Single Source Contract Regulations (SSCR) and Single Source Regulatory Office guidance using the labour and overhead rates agreed set out in Payment Terms Schedule pg. 69 onwards alongside within Defence Equipment & Support Indirect Costs Pricing Team Actual Cost Recovery Rates 2017 (or any updated guidance from time to time) Travel and Subsistence shall be priced in accordance with the pricing procedure within SC2 700027319 terms.
7. The Parties shall agree the Contract Profit Rate for Tasks on a case by case basis before the Authority's Project Officer and Commercial Officer complete Part C of the Tasking Authorisation Form.
8. Disagreement relating to a Proposal shall be dealt with in accordance with Clause 40 Dispute resolution.
9. If the Authority agrees with a Proposal, the Authority's Project Officer and Commercial Officer shall complete Part C of the Tasking Authorisation Form and the Authority's Commercial Officer shall forward

the Tasking Authorisation Form to the Contractor.

10. The Contractor shall complete the Task. On completion of the Task, the Contractor shall submit to the Authority's Project Service Delivery Manager Part D of the Tasking Authorisation Form together with evidence of completion of the Task in accordance with the acceptance criteria as set out in the Tasking Authorisation Form.

11. Following the Authority's Project Service Delivery Manager's acknowledgement of completion, the Contractor shall submit a claim for payment in accordance with the Payment and Pricing procedure within SC2 700027319 terms.

12. The Authority reserves the right to reject the Task in accordance with DEFCON 524 (Rejection).

13. Tasks which have been completed will be formally added to Annex A (List of Authorised Tasks) of this schedule when the next amendment to the Contract is raised, or on a quarterly basis, whichever occurs first.

14. In addition to the Authority's rights of termination under other Conditions, any Task may be terminated in accordance with Termination SC2 700027319 and the Authority may require the Contractor to furnish a report setting out the work done to the date of termination with such recommendations as may be possible at that stage.

AUTHORISATION FORM

PART A – DEFINITION OF TASK

Part A Section 1: Description of Task

Task Serial No:		Revision:		Date:	
Title					
Task Requirement					
Acceptance Criteria					
Part A Section 2: Authorisation of the Task					
Project		TITLE		SIGNATURE	
Task requirement issued by the Authority's Project Officer					
Date:					
Commercial		TITLE		SIGNATURE	
Task requirement issued by the Authority's Commercial Officer					
Date:					
Finance		TITLE		SIGNATURE	
Task requirement issued by the Authority's Finance Officer					
Date:					

PART B - CONTRACTOR'S PROPOSAL

Part B Section 1: Proposal

Tasks shall be undertaken in accordance with the Contract.

Task Serial No:		Revision:		Date:	
TITLE					
Task Response					
Proposed Timescales					
Proposed Government Furnished Assets, Facilities and Information					

Export Control				
Firm Price (including full breakdown): The work described in Part A is submitted for Authority authorisation against the following Firm Price:				
a) hours/days to complete the requirement b) hour/day rates c) materials at cost used (provide NSN if applicable) d) Sub-Contractor costs e) T&S f) Freight costs g) Other costs (used to recover overhead costs not otherwise recovered through the activity-based hourly and daily rates) h) Contract Profit Rate for the Task i) Risk (providing evidence and risk register) j) SG&A (providing SG&A breakdown)				
Total Firm Price: (UK GBP)				
Proposal Valid Until:				
Part B Section 2: Contractor Authorisation				
	Title	Signature		
Authorised on behalf of the Contractor				
Date:				
PART C – AUTHORITY AUTHORISATION				
Part C Section 1: Details				
Task Serial No:		Revision:	Date:	
Title:				
Part C Section 2: Authorisation				
Project	TITLE	SIGNATURE		
Task requirement issued by the Authority's Project Officer				
Date:				

Commercial	TITLE	SIGNATURE
Task requirement issued by the Authority's Commercial Officer		
Date:		
Finance	TITLE	SIGNATURE
Task requirement issued by the Authority's Finance Officer		
Date:		
PART D - COMPLETION OF TASK		
TITLE	SIGNATURE	
Signed on behalf of the Contractor to confirm the Task has been completed.		
Date:		
TITLE	SIGNATURE	
Signed on behalf of the Project Service Delivery Manager to confirm the Task has been completed.		
Date:		

ANNEX A
LIST OF AUTHORISED TASKS

Task Serial No.	Task Title	Value	Delivery Date

Schedule 14 – Earned Value Management

Contract No: 700027319

All definitions are specific to 700027319 Earned Value Management only.

Term	Definition
Actual Cost of Work Performed (ACWP or AC)	The sum of all cost incurred or accrued up to a point in time.
Association for Project Management (APM)	A UK based chartered body for the project profession that sets standards and values that describe the benchmark for professional project management. For Earned Value Management and Project Controls, the APM guidelines are embodied in these publications: <ol style="list-style-type: none">1. <i>Earned Value Management: APM Guidelines (2008)</i>,2. <i>The Earned Value Management Compass (APM,2010)</i>, and;3. <i>The Earned Value Management Handbook (APM, 2013)</i>.4. <i>A Guide to Conducting Integrated Baseline Reviews (IBR) (2016)</i>5. <i>Interfacing Risk and Earned Value Management (2008)</i>.6. <i>Planning, Scheduling, Monitoring and Control (APM 2015)</i>
Budgeted Cost for Work Performed (BCWP)	Earned Value (EV)
Budgeted Cost for Work Scheduled (BCWS)	Planned Value (PV)
Basis of Schedule (BOS)	A document that provides justification for the durations, resource loadings and logic assigned to tasks in the schedule.
Change Control	A process for ensuring configuration control and obtaining appropriate approval
Contract Budget Baseline (CBB)	The amount of the authorised cost of a contract and the estimated cost of authorised non-priced work. This is the baseline that measures cost compliance.
Contract Cost and Schedule Status Report (CSSR)	A simplified report that provides to DE&S a contractor's position with regard to planned, actual and forecast expenditures over the period of performance of the contract.
Contract Data Requirements List (CDRL)	A listing of the deliverables in a contract.
Contract Extensions	An expansion of some element of a contract that may increase the period of performance or scope of work
Contract Line Item Number (CLIN)	A clause in a contract that identifies the items or services being acquired.
Contract Master Schedule (CMS)	The contractor's schedule for accomplishing the scope of work.
Contract Milestones	Those points in time when the Contractor will achieve or expects to receive significant deliverables
Contract Performance Reports (CPR)	A set of reports used in an Earned Value Management System that complies with the APM requirements and EIA 748.
Contracting, Purchasing and Finance (CP&F)	A DE&S software tool.
Contract Work Breakdown Structure (CWBS)	That portion of the DE&S Work Breakdown Structure which devolves the contractor's scope of work into manageable subordinate elements.

Term	Definition
Contract Work Breakdown Structure (CWBS) Dictionary	The definition of the content of each element in a WBS that makes clear the scope, schedule and cost associated with each element
Control Account	An element of the Work Breakdown Structure (WBS) where control of scope, schedule and cost are assigned to a responsible person
Control Account Manager (CAM)	The person responsible for achieving the scope, schedule and cost associated with an element of the Work Breakdown Structure.
Cost Variance (CV)	An EVM term for the difference between the value of work performed and its cost. (BCWP-ACWP=CV)
Data Item Description (DID)	Document defining the data required from a contractor
DEFCON(s)	Defence Conditions to be held in the contract. Refer to KiD for condition and their associated defence forms (DEFFORMS)
DEFFORMS	Defence Forms
Defined Pricing Structure (DPS)	A format defined within UK regulation requiring industry to provide data to the Government for all Single Source Qualifying Defence Contracts. A product or service orientated hierarchy that defines the logical relationship among all components to a specific level that does not constrain the contractor's ability to define or manage the project or resources to deliver that project
Earned Value Management Plan (EVMP)	A description of how the Earned Value Management System will be applied.
Earned Value Management System (EVMS)	A sound management approach that provides all levels of management with early visibility into cost and schedule performance. An EVMS will: <ul style="list-style-type: none"> • Relate time-phased budgets to specific contract tasks or statements of work. • Provide the basis to capture work progress assessments against the baseline plan. • Relate technical, schedule, and cost performance. • Provide valid, timely and auditable data and information for proactive project management analysis and action. • Supply managers with a practical level of summarisation for effective decision making.
EIA	Electronic Industries Alliance.
Government Furnished Asset (GFA)	An asset that is furnished by the government.
Government Furnished Equipment (GFE)	Equipment that is furnished by the government.
Government Furnished Information (GFI)	Information that is furnished by the government.
Government Furnished Structures (GFS)	Structures or facilities that are furnished by the government.
Government Furnished Items (GFX)	Includes Government Furnished Equipment (GFE), Government Furnished Assets (GFA), Government Furnished Information (GFI), and Government Furnished Structures (GFS).
Integrated Baseline Review (IBR)	An assessment of the content and integrity of the performance measurement baseline.
Major Subcontractor(s)	Those subcontractors where the subcontractor portion of the overall contract cost is equal to or greater than 20% or £20M of the contract
Managerially Significant	Having importance and recognition to the management team.
Mandated EVMS Review	A required assessment.
Mandated Reviews	Required assessments.
New Contract Phases	Additional, subsequent portions of a scope of work.

Term	Definition
Nominated EV Standard	The standard that has either been mandated or agreed as governing the Earned Value requirements for a contract.
P3M Integration Team	A DE&S team that is implementing an automated system for project controls.
Payment Milestone	A milestone that has a payment value associated with it.
Performance Measurement Baseline (PMB)	A time-phased budget of the work to be performed against which cost and schedule performance is measured
Pre-Contract Award Readiness Review	An assessment of a contractor's ability to execute a contract should it be awarded
Project Control Manager (PCM)	The senior member of the project control team.
Project Controls	The organisation tasked with developing and implementing data gathering, management and analytical processes that predict, understand and constructively influence time and cost outcomes.
Project Controls System Description (PCSD)	A narrative that identifies and describes how a project control system will be implemented, including the data gathering, management and analytical processes used to predict, understand and constructively influence time and cost outcomes.
Project Management Plan (PMP)	A narrative that documents the actions necessary to define, prepare, integrate and coordinate the various project activities, including how it will be executed, monitored, controlled, and closed.
Readiness Assessments	The Contractor process for measuring organisational preparedness and identification of needs and development prior to the execution of major phases of a contract.
Risk Register	A log or table that contains the identified risks for performing a body of work. It includes a description of the risks, a description of the actions which are to be taken to avoid or reduce the risk, the probability of occurrence and the impact if realised.
Statement of Work (SOW)	A narrative of the scope to be accomplished.
Suitably Qualified and Experienced Personnel (SQEP)	A person or persons with sufficient demonstrated experience and relevant qualifications to provide assurance that they will be able to accomplish the work assigned to them.
Schedule Variance (SV)	The difference between the Earned Value (EV) and the Planned Value (PV).
System Surveillance	An assessment which is undertaken to assure that a system, such as an EVMS, is performing as expected.
Variance at Completion (VAC)	The difference between the Budget at Completion (BAC) and the Estimate at Completion (EAC).
Work Breakdown Structure (WBS)	Defines how the scope of work is subdivided to accomplish the overall objective.

Annex B - Project Controls Requirements

1. Project Control System Implementation

- 1.1. The Contractor, in accord with CDRL (DID-PC-001A), shall develop, deliver and update as needed over the term of the contract, a Project Management Plan (PMP) that:
 - 1.1.1. Describes a PC system that is compliant with the Planning, Scheduling, Monitoring and Control (APM 2015); and
 - 1.1.2. Describes how tools, processes and Suitably Qualified and Experienced Personnel (SQEP) are available to support the implementation and use of a PC system throughout the contract duration. The Contractor shall conduct Project Management in accordance with the Approved PMP until contract completion.
 - 1.1.3. Describes how the PC system is governed, lists the accountabilities and outlines the approval and timeframe for regular review and updating.
 - 1.1.4. Details how configuration control is applied to the PC system. Describes the Change Control process (including but not limited to change to the PMP, engineering, technical, baseline, or contract changes).
 - 1.1.5. The Contractor shall facilitate the Authority's Representative to conduct a Pre-Contract Award Readiness Review to enable assurance to the Authority of the Contractor's ability to comply with the contract.

2. Contract Work Breakdown Structure

- 2.1. The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL (DID-PC-002A) that meets both the Authority reporting requirements and can be aligned with the Defined Pricing Structure (DPS) where applicable.
- 2.2. The Contractor shall manage the Contract in accordance with the approved CWBS & CWBS Dictionary. Alignment of data from CWBS to Contract Line Item Number (CLIN) is to be maintained to enable the Authority Contracting, Purchasing and Finance (CP&F) data requirements.
- 2.3. The Contractor shall maintain and update the CWBS Structure and Dictionary throughout the contract using configuration control as defined within the agreed Change Control Process. Proposed changes to the CWBS that may affect Authority or DPS requirements must be provided to the Authority, within one week of the change being proposed, and must include an updated CWBS Dictionary for Approval. No change that may affect Authority requirements may be implemented without prior approval.
- 2.4. The Contractor may amend the approved CWBS or CWBS Dictionary, without first obtaining the Authority's approval under clause 2.3 as long as changes are formally recorded as part of the agreed Change Control Process under delegated authority and:
 - 2.4.1. All elements affected by the amendment are below the reporting level;
 - 2.4.2. The amendments are consistent with the Approved CWBS; and
 - 2.4.3. The Authority is notified within thirty days of the changes being made.
- 2.5. The CWBS implemented shall enable reconciliation of the PC System back to the Contract Price.

3. Contract Master Schedule (CMS)

- 3.1. The Contractor shall develop, deliver and update a Contract Master Schedule (CMS) in accordance with CDRL-(DID-PC-003A). This will include the Baseline, a current forecast schedule with the updated performance against the Baseline, and a high-level summary schedule as agreed with the Authority.
- 3.2. The Contractor shall use the approved CMS as the primary schedule for managing the Contract.
- 3.3. The Contractor shall conduct schedule health checks to assure compliance with DE&S standards consistent with the [Defence Contract Management Agency \(DCMA\) Fourteen Point Schedule Health Checks](#), or as otherwise agreed with the Authority.

- 3.4. The Contractor shall ensure that the CMS fully incorporates all of the defined scope within the CWBS and will be used as the basis of the Baseline.
- 3.5. Rolling wave planning may be used when establishing the baseline schedule to set the detail at an appropriate level in relation to the understanding of the work to be delivered. Typically, the planning horizon between detailed work packages and outline planning packages would be approximately 18 months or at natural project break points, as agreed with the Authority. Where planning packages are used they are expected to have a defined scope, duration and associated budget.
- 3.6. The Contractor shall ensure that the CMS is created in a format that allows an Export file compatible with scheduling software as defined by the Authority, e.g. Primavera P6 XER or XML file. The output of any alternative software systems must be compatible with being translated to an alternative file format as agreed by the Authority.
- 3.7. The Baseline must be under configuration control with any approved changes in accord with the standards defined in Annex B - Project Controls Requirements. The Baseline change log shall describe the changes to time and budget to Control Account level on the change request.
- 3.8. The contractor shall preserve a record of historical Planned cost and not implement retroactive changes, including but not limited to re-baselining the Baseline, unless approved by the Authority.
- 3.9. The Contractor may amend the agreed CMS, without first obtaining the Authority's Approval under clause 3.7 as long as:
 - 3.9.1.payments under the Contract are not affected;
 - 3.9.2.the Baseline dates for Contract Milestones are not affected;
 - 3.9.3.the ability of the Authority to meet its obligations under the Contract is not affected; and,
 - 3.9.4.it does not impact any Authority dependent activities.
- 3.10. Authority approval of an amendment to the Approved CMS under clause 3.9 shall be obtained when the next update to the CMS is required, as specified in the DID.
- 3.11. Authority Approval of an amendment to the approved CMS shall not affect either party's responsibilities or obligations under the PC system.
- 3.12. If the Contractor becomes aware that the baseline is no longer achievable, they shall notify the Authority within seven days.

4. Risk and Opportunity Management

- 4.1. In accordance with DID-PC-005A, the Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) that enables a risk process to be jointly managed with the Authority.
- 4.2. The Contractor shall make it possible for the Authority to engage with the regular risk update process via regular risk reviews and formal risk reporting.

5. Change Control

- 5.1. The Contractor shall identify a process that ensures the Baseline is not changed without appropriate analysis, communication, and approval. The change control process shall:
 - 5.1.1 Document, track and communicate changes to the Baseline
 - 5.1.2 Reconcile current budgets to prior budgets in terms of changes to the authorised work in the detail needed by management for effective control

- 5.1.3 Control retroactive changes to records pertaining to work performed that would change previously reported amounts for actual costs or budgets. Adjustments should be made only for correction of errors, routine accounting adjustments, effects of customer or management directed changes, or to improve the baseline integrity and accuracy of performance measurement data
- 5.1.4 Prevent revisions to the program budget except for authorised changes

5.2. The Authority shall review, and the contractor shall ensure that the change control process and procedures meet the needs of the Authority, in accord with DID-PC-006A.

6. Subcontractor Management – Project Control

6.1. The Contractor shall ensure that all Major Subcontractors shall manage their contracts in accordance with the Contractors own approved project management and Project Management Plans.

6.2. Contract elements delivered by Major Subcontractor(s) must be listed in the Contractor PMP or Contractor Management Plan (as appropriate) with the value and scope of the subcontract. Major Subcontractors must have separate Control Accounts within the Contractors Baseline.

6.3. Unless otherwise agreed by the Authority, the minimum requirement for a Project Control Management System (including CWBS, CMS and Subcontractor Baseline shall be flowed down to the appropriate material level agreed with the Authority to represent a Managerially Significant breakdown of the work where the Subcontract or group of Subcontracts requires effort:

6.3.1.in excess of 12 months and the Subcontract price exceeds £20m;

6.3.2.represents more than 20% of the contract value;

6.3.3.As deemed appropriate by the contractor; or,

6.3.4. as directed by the Authority. Authority direction will be based on a risk assessment of the scope of work being undertaken in the subcontract.

7. Subcontractor Project Controls Management Requirements

7.1. Where Project Controls Management System (PCMS) requirements flow down to a Subcontractor, the Subcontractor shall maintain and use, throughout the delivery of the Subcontract, a PCMS compliant with the Contractor requirements of this Contract.

7.2. The Contractor shall ensure the Subcontractor's PCMS is compliant during Contractor Pre-Contract Readiness Reviews, or at the point of Subcontract Award, with the requirements of this Contract.

7.3. The Contractor shall be responsible for reviewing and accepting the Subcontractor's Baseline.

7.4. The Contractor shall permit Authority Representative(s) to participate in any review associated with the Subcontractor's PCMS to ensure compliance of the Subcontract PCMS with the requirements of the Contract.

7.5. The Contractor shall give the Authority at least thirty days prior notice in writing of when a Subcontractor Review is to be carried out.

7.6. The Contractor shall make available to the Authority records and source data that supports any PCMS compliance review of a Subcontractor's PCMS within thirty days of receipt or production.

7.7. The Contractor shall include status data from approved Subcontractors within their same status as the Contractor's data when preparing Contract Cost and Schedule Status Report CSSRs in accordance with DID-PC-004A.

8. Deliverable Data Formats

- 8.1. The Contractor shall ensure that project/programme data can be exchanged using the Authority preferred software tools. These include:
 - 8.1.1. Microsoft Office tools for narrative documents;
 - 8.1.2. Primavera P6 for schedules; or outputs that can be translated to a XER or XML file as agreed by the Authority.
 - 8.1.3. Microsoft Excel compatible for numerical reports
 - 8.1.4. Risk Register from Active Risk Manager (ARM) or similar
- 8.2. The output of an alternative software system must be compatible with being translated to a XER or XML format file or alternative file as agreed by the Authority. The Contractor shall ensure that the CMS is created in a format that allows an export file compatible with scheduling software defined above or as approved by the Authority.

Annex C1 – Project Controls Management Plan - DID-PC-001A

1. **Title:** PROJECT CONTROLS MANAGEMENT PLAN (PCMP)
2. **Number:** DID-PC-001A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:**
6. **Description:** The PCMP documents the Contractor's plans, methodologies and processes for ensuring compliance with the PCMS requirements of the Contract. The PCMP shall include a description of the system structure and data flows, Project Controls System Description (PCSD), plans for implementation and subsequent review and maintenance of the Contractor's PCMS.
7. **Use/Relationship:**
 - 7.1. The Authority will use the PCMP to:
 - 7.1.1. Gain confidence that the full scope of work related to the PCMS Contractual requirements, together with associated system implementation risk have been captured and are within the plan for implementation of a compliant PCMS on the Contract;
 - 7.1.2. Review and assess the Contractor's proposed PCMS for:
 - 7.1.2.1. compliance with the requirements of the Contract;
 - 7.1.2.2. the PCMS ability to support effective Contract Performance Management; and
 - 7.1.2.3. the PCMS ability to meet the Authority's data requirements.
 - 7.1.3. Understand the design and functionality of the Contractor's PCMS as the basis for the conduct of PCMS related reviews;
 - 7.1.4. Gain confidence that the Contractor has appropriate controls procedures in place to maintain a compliant system during the course of the Contract; and,
 - 7.1.5. Form a basis for assessing the ongoing compliance of the PCMS.
 - 7.2. The PCMP is subordinate to the Project Management Plan (PMP) where this document exists.
8. **Applicable Standards, Governance & Related Documentation**
 - 8.1. The Project Controls Management Plan (PCMP) shall describe an PCMS that is compliant with the Association for Project Management (APM)
9. **Reference Documents**
 - 9.1. Association for Project Management (APM)
 - 9.1.1. Planning, Scheduling, Monitoring and Control (APM 2015)
 - 9.2. DCMA Fourteen Point Schedule Health Check.
10. **Requirements:**
 - 10.1. PCMP Overview
 - 10.1.1. The PCMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's PCMS activities related to this contract. Any risks identified with the Contractor's PCMS implementation and operation shall be documented in the Risk Register; however, the PCMP shall describe the risk management strategies associated with any PCMS implementation and operation related risks.
 - 10.1.2. Configuration Management to be defined within the context of EV within the EVMP.
 - 10.2. Project Controls Implementation
 - 10.2.1. The PCMP shall describe the processes and schedule that the Contractor intends to use to implement the PCMS including:
 - 10.2.1.1. a description of the areas of non-compliance between the Contractor's current project management system and the PCMS contractual requirements
 - 10.2.1.2. the corrective actions planned to be undertaken to rectify the areas of non-compliance, including the timeframes involved.

- 10.2.1.3. identification of any new or modified procedures, an overview of the scope of the new or modified procedures, and the responsibilities and timeframes for developing and approving these procedures;
- 10.2.1.4. identification of areas of risk to the proposed PCMS implementation and proposed mitigation strategy;
- 10.2.1.5. a summary of the implementation schedule, with the full implementation schedule being provided as part of the Contractor Master Schedule (CMS);
- 10.2.1.6. a description of the activity to ensure Subcontractor implementation of PC related contract requirements.

10.3. PCMS Description

- 10.3.1. The PCMP shall provide a description of the Contractor's PCMS that demonstrates compliance with the requirements of the contract covering all relevant PC Criteria as defined by the applicable standard. Where Contractor generated processes are referenced copies are to be provided to the Authority. These will include, but not be limited to, processes for Work Authorisation, Scheduling, Risk Management, Change Management, Cost Control, and Accounting processes

10.4. Contractor PCMS Assurance

- 10.4.1. The PCMP shall describe the Contractor's PCMS quality assurance strategy to ensure that the PCMS remains compliant with the requirements of the Contract, including:
 - 10.4.1.1. The criteria to determine that an PCMS Review is required; and,
 - 10.4.1.2. the company roles/personnel involved in the reviews/activities.
- 10.4.2. Details of any continuous improvement process the company utilises. Results of Contractor Internal PCMS Assurance reviews and processes shall be shared with the Authority.

10.5. Project Controls Performance Reports

- 10.5.1. The PCMP shall describe the PCMS performance reporting processes and timescales used by the Contractor. The PCMP shall confirm adherence to the Contract Terms & Conditions by describing the reporting levels, structures reporting levels by CWBS elements.
- 10.5.2. The PCMP shall confirm the electronic formats to be used for the provision of EVMS data to the Authority in order to facilitate data transfer and analysis.
- 10.5.3. The PCMP shall describe the level and methodology to produce trend data.

10.6. Data Integrity Checks

- 10.6.1. The PCMP shall detail the methodology and frequency of data and schedule health checks.
- 10.6.2. The PCMP shall define the process through which it will be possible to reconcile the financial data within the system back to the contract value (price).

10.7. PCMS Related Reviews

- 10.7.1. The PCMP shall describe the facilities and support that will be provided to the Authority in support of PCMS Reviews. This should include but is not limited to:
 - 10.7.1.1. The provision of supporting documentation to the Authority review team no later than forty-two days prior to a review;
 - 10.7.1.2. All documentation shall be delivered electronically to the Authority;
 - 10.7.1.3. Documentation delivered in support of a review shall be the final version that will be presented at the review unless otherwise agreed by the Authority;
 - 10.7.1.4. Selected Control Account Managers (CAM) and Project Management & Control staff shall be available to support pre-planned interviews; and,

- 10.7.1.5. Access provisions are to be made for the review of documentation in electronic formats such as PCMS process and procedures, schedules, documentation and any related data requested to support the review.

10.8. PC Flow Down to Major Subcontractors

- 10.8.1. Unless otherwise agreed by the Authority, the requirement for an PCMS (including PCMP, CWBS, CMS and Subcontractor Baseline shall be flowed down to the appropriate material level agreed with the Authority to represent a Managerially Significant breakdown of the work where the Subcontract or group of Subcontracts requires effort:
 - 10.8.1.1. in excess of 12 months and the Subcontract price exceeds £20m;
 - 10.8.1.2. represents more than 20% of the contract value; or
 - 10.8.1.3. as directed by the Authority. Authority direction will be based on a risk assessment of the scope of work being undertaken in the subcontract.
- 10.8.2. The PCMP will detail a list of all significant Subcontracts (where the subcontractor portion of the overall contract cost is => 20% or £20M) incorporating the following information:
 - 10.8.2.1. Subcontract title and description;
 - 10.8.2.2. Subcontract type;
 - 10.8.2.3. Subcontract value and Duration;
- 10.8.3. Subcontractor PCMS experience including standards that applied and any formal recognition of the applied PCMS.
- 10.8.4. The PCMS Description of Flow Down arrangements to each Subcontract shall include the following information:
 - 10.8.4.1. Contractors Plans for assessing PC maturity to meet the Authority's PC Standards and Contract Requirements, including plans for Subcontractor Reviews. Note the Authority shall be given the opportunity to participate in these reviews in accordance with the Contract terms.
 - 10.8.4.2. Plans for subcontract report data incorporation against WBS and Schedule Reports.
 - 10.8.4.3. Proposed timing of Subcontract data incorporation

11. Preparation Instructions:

- 11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
- 11.2. Where referenced information is included, it shall refer to the lower-level PCMS procedures, these referenced procedures and any related instructions shall be delivered as attachments to the PCMP.
- 11.3. The content requirements of this data item should be considered as the minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the EVMS requirements of the Contract.

Annex C2 – Contract Work Breakdown Structure (CWBS) and Dictionary – DID-PC-002A

1. **Title:** CONTRACT WORK BREAKDOWN STRUCTURE (CWBS) and Dictionary
2. **Number:** DID-PC-002A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:** N/A
6. **Description:** The Contract Work Breakdown Structure (CWBS) is the Contractor's extension of the Authority Work Breakdown Structure (WBS) and forms the framework for Contract planning, management and status reporting and for estimating costs, schedule and technical achievements at completion.
7. **Use/Relationship:**
 - 7.1. This DID summarises the format and content for the CWBS Structure and Dictionary and provides preparation instructions to support the data and frequency requirements specified in the contract. This DID applies to all contracts that require a CWBS.
 - 7.2. The purpose and intent of the CWBS, and associated Dictionary, is to document and understand the Contractor's product-oriented deliverable scope and planned approach to performing the contract.
 - 7.3. CWBS at the nominated reporting level will be used in the CSSR.
 - 7.4. The CWBS is related to, and shall be consistent with, the Contractor's Project Controls Management Plan (PCMP) (DID-PC- 001A) and the Contractor Master Schedule (CMS) DID-PC-003A.
8. **Applicable Standards, Governance & Relevant Documentation**
 - 8.1. As per the example provided in the tender submission
9. **Requirements**
 - 9.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
 - 9.1.1. Configuration control of the CWBS and its Dictionary must be maintained throughout the Contract. Changes to the CWBS or its Dictionary affecting the Authority WBS & WBS Dictionary require the prior approval of the Authority.
 - 9.1.2. All contract scope must be included in the CWBS Dictionary.
 - 9.1.3. The CWBS shall be developed in as much detail as required to define the work effort into manageable parts that successfully achieve the end objective of the Contract.
 - 9.1.4. The CWBS Dictionary shall define in detail the scope of work included against each CWBS element. It shall correlate all Contract deliverables (CLINs, CDRLs and accomplishment of Mandated Reviews) against the lowest level of CWBS elements to ensure responsibility for delivery of all items is assigned and planned appropriately.
 - 9.1.5. The CWBS shall be consistent with the DPS where appropriate.
 - 9.1.6. The CWBS will also include additional data as described below.
 - 9.2. Contract Work Breakdown Structure
 - 9.2.1. The CWBS is a hierarchical family tree arrangement of WBS elements, defined by:
 - 9.2.1.1. Specific interface points to the Authority's WBS;
 - 9.2.1.2. Incorporating any contractually required high-level WBS structure; and
 - 9.2.1.3. Lower level elements of the Contractor's WBS necessary to provide an appropriate framework throughout the project for product and service definition and control. Including allowing invoicing alignment to CLINs to provide the Authority with P3M system monthly reconciliation.
 - 9.2.2. The CWBS Structure shall comprise of:
 - 9.2.2.1. CWBS/WBS Code. The preferred convention is to use a numeric structure starting with the Authority WBS Code for the relevant CWBS element.
 - 9.2.2.2. CWBS Element Level. The level of the CWBS element.

- 9.2.2.3. CWBS Element Name. The title of the CWBS element using the specific name or nomenclature. The CWBS element names used in the CWBS Structure must be identical for the same element in the CWBS Dictionary.

9.3. Contract Work Breakdown Structure Dictionary

- 9.3.1. The CWBS Dictionary includes narrative descriptions of each WBS element scope and reference data to support tracing to other documents. The following features should be included (where applicable to each level):
 - 9.3.1.1. CWBS/WBS Code. The same codes used in the structure.
 - 9.3.1.2. CWBS Element Level. The level of the CWBS element. It is desirable to note where the WBS element represents a Contractual Reporting Level, a Control Account, or, where relevant, a Work Package.
 - 9.3.1.3. CWBS Element Name. Enter the same element names used in the CWBS structure.
 - 9.3.1.4. CWBS Approved Changes. List of changes approved in the change control process
 - 9.3.1.5. CWBS Element Status. Status of Scoping Statement (Draft/Approved)
 - 9.3.1.6. Scoping Statement version number & Revision date
- 9.3.2. CWBS Scope Definition. Enter a complete description of the work content of each CWBS element. It is important that the Contractor specifies all hardware and software equipment that are associated with each WBS element. The work content definition must include a short description of the process used to design, produce or sustain the end item or service. The description must address the types of activities (e.g., design, production, analysis, or management) included within the CWBS element. These descriptions must include information on whether the reporting Contractor or a Subcontractor is performing the work being described.
- 9.3.3. CWBS Dictionaries must reflect only the work that is being completed within the contract for which the document is being submitted.
 - 9.3.3.1. If work is not expected to occur for a given CWBS element, the CWBS Dictionary definition must indicate that this element is not applicable.
 - 9.3.3.2. If work at some elements is being performed by a Supplier/Subcontractor, the Dictionary must state this. Similarly, if the CWBS is for a subcontract/supplier, the work defined for each element must be specific to the Subcontractor/supplier's scope of effort and must not include the prime Contractor's work.
 - 9.3.3.3. If there are Government Furnished Assets (GFA) items being integrated into the end item, it is not expected that a detailed description of those items is provided, however, all GFA items being integrated into the system as part of the contract must be labelled as such in the CWBS Dictionary under the appropriate elements.
- 9.3.4. Typical features of the Scope Definition include:
 - 9.3.4.1. PURPOSE: One or two sentences summarising why the scope exists.
 - 9.3.4.2. BOUNDARIES: Explicit statements of what is in or out of scope to describe the boundaries. Consider including things by exception (obvious boundaries don't need stating whereas more subtle boundaries will require more description). To add clarity, it is desirable to indicate where the excluded scope is captured (e.g. alternate WBS/alternate Contract/ Customer)
 - 9.3.4.3. STRATEGY: How is the scope to be delivered? Is it Prime Contractor Scope or is it to be subcontracted? Is the strategy summarised in policies or processes?
 - 9.3.4.4. KEY ASSUMPTIONS and EXCLUSIONS: Any top-level assumptions and exclusions that have been made in the definition of this scope, identifying clear interface points in delivery, and subsequent planning. For example: 'It is assumed that System X's design will reuse the power-plant from System Y.' If this assumption were to change, it would likely have scope, time and cost implications and so the baseline would require a change proposal.

- 9.3.4.5. ACCEPTANCE CRITERIA: How will you know when the scope is complete (where appropriate, generally when there are deliverables/products).
- 9.3.4.6. DEPENDENCIES: Identify interdependencies with other WBS elements. If there is a particularly important dependency on another area of this project's WBS then consider including it. It is desirable to note the delivering WBS element. Interdependencies with of from the Authority should be identified and captured in accordance with the above instructions.
- 9.3.4.7. PRODUCTS/OUTPUTS: Insert the key deliverables particularly those that form dependencies to other WBS element (it is desirable to note the receiving WBS element) or contract deliverables or review requirements. Scope without deliverables is acceptable, but this should not be the norm.
- 9.3.4.8. Cross-reference to the conditions of contract and Statement of Work (SOW) that informed the scope definition, or other traceability references (a reference matrix for SOW clauses to the WBS may be desirable), or the applicable standards or references that determine the scope.

9.4. Subcontracted Activities

- 9.4.1. Subcontracted activities shall be identified in one or more separate WBS which shall be integrated into and identifiable within the CWBS. In the circumstance that one Subcontractor is supplying products to multiple CWBS elements or work packages:
 - 9.4.1.1. the WBS shall maintain a product structure reflecting the specification tree;
 - 9.4.1.2. the responsibility for specifying each product shall remain with the design engineer for the WBS element to which the product belongs;
 - 9.4.1.3. the cost of each product shall remain with the WBS element to which it belongs; and
 - 9.4.1.4. a commercially clean interface can be maintained with the Subcontractor by creating a Subcontract Management WBS element for each such Subcontract.

10. Preparation Instructions:

N/A

11. Data Format & Delivery Instructions

- 11.1. Routine reporting shall be at the appropriate level as agreed with the Authority to represent a Managerially Significant breakdown of the work for all Contractors unless otherwise defined in the Contract terms or PCMP.
- 11.2. More detailed reporting of the CWBS shall be required for those lower-level elements that address high-risk, high-value, or high-technical-interest areas of a Project. Consult with the Authority for guidance as needed.
- 11.3. The CWBS will be prepared and submitted in an electronic format that is either Microsoft Word or Microsoft Excel compatible.

Annex C3 – Contractor Master Schedule (CMS) – DID-PC-003A

1. **Title:** CONTRACTOR MASTER SCHEDULE (CMS)
2. **Number:** DID-PC-003A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:** N/A
6. **Description:** The CMS describes the contracted activities, milestones and decision points to enable the objectives and deliverables of the contract to be satisfied. The CMS will define the project schedule status through a comparison of the current schedule status and appropriate accepted baseline schedule._
7. **Use/Relationship:**
 - 7.1. The Authority will use the CMS to:
 - 7.1.1. Provide visibility into the Contractor's planning baseline and current forecast schedules;
 - 7.1.2. Understand and evaluate the Contractors approach to meeting the requirements of the contract;
 - 7.1.3. Monitor Contractor progress in meeting the requirements of the contract;
 - 7.1.4. As a source of input when completing Authority planning activities; and,
 - 7.1.5. Understand the required touch points between the Contractor's and the Authority's work.
 - 7.2. The CMS relates to the following documents required within the contract:
 - 7.2.1. Project Controls Management Plan (PCMP);
 - 7.2.2. Project Management Plan (PMP); and,
 - 7.2.3. Contract Work Breakdown Structure (CWBS).
 - 7.3. The CMS shall be traceable and integrated with:
 - 7.3.1. The CWBS (DID-PC-002A) – all activities and milestones on the schedule will be coded to the lowest level of the CWBS that represent the scope to which the activity pertains;
 - 7.3.2. Contract Milestones – shall be clearly identifiable within the logic linked activity network;
 - 7.3.3. The Contractor's PCMS – the integration of scope, schedule and budget will be undertaken around the CWBS, which will form the primary structure for PC Performance reporting; and,
 - 7.3.4. Each submission of the CMS shall be consistent with the associated Contract Performance Report (CPR) delivered within this Contract.
8. **Applicable Standards, Governance & Related Documentation**
 - 8.1. Nominated EV Standard - unless otherwise stated in the Contract Terms and Conditions.
 - 8.2. Defence Contract Management Agency (DCMA) Fourteen Point Schedule Health Checks, or as otherwise agreed with the Authority.
9. **Requirements:**
 - 9.1. The CMS shall be capable of comparing planned and current forecast data and being displayed in a variety of formats to include;
 - 9.1.1. A Gantt chart
 - 9.1.2. A listing of all tasks, together with planned (baseline and current progress including forecast) and actual start and finish dates
 - 9.1.3. A listing of project milestones (to include all contract milestones) together with original, rescheduled, forecast and actual completion dates
 - 9.1.4. All activity durations within the schedule shall be in days unless otherwise agreed by the Authority.
 - 9.1.5. All resource units within the schedule shall be in hours and costs shall be in Great British Pounds Sterling unless otherwise agreed by the Authority.
 - 9.2. The CMS shall be capable of being displayed at the following levels:
 - 9.2.1. Summary Level – The Summary level of the CMS shall provide a graphical display of Contract activities, key events, and milestones at a managerial significant level of the WBS.
 - 9.3. The CMS shall identify the following aspects;
 - 9.3.1. Activities and associated durations
 - 9.3.2. Milestones, including Contract Milestones, Payment Milestones and significant project events

- 9.3.3. The relationships and dependencies of activities and associated milestones that are to be completed within the scope of this contract.
- 9.3.4. Earliest and latest start and finish dates for all activities and associated milestones
- 9.3.5. Total float and free float of the overall schedule
- 9.3.6. Critical Path, list of activities on the critical path and those that are near the critical path from start through to completion of the contract.
- 9.3.7. Cost Profiles, depicting manpower, materials and equipment.
- 9.3.8. The baseline budget for all activities aggregating to the total Baseline.
- 9.3.9. Subcontracting schedules to include all major sub-contract activities and outputs at the appropriate level of detail, reflecting complexity and risk.
- 9.3.10. Required Government Furnished Items (GFX) to include Government Furnished Equipment (GFE), Government Furnished Assets (GFA), Government Furnished Information (GFI), Government Furnished Structures (GFS) if applicable, together with 'required by' dates and 'end of loan dates'.
- 9.3.11. All non-working time such as holidays and known disruptions
- 9.4. A Basis of Schedule (BOS) shall be produced and maintained under configuration control. The BOS should include the following;
 - 9.4.1. How the CMS has been produced;
 - 9.4.2. Detail methodologies used to establish estimated durations;
 - 9.4.3. Key assumptions and exclusions;
 - 9.4.4. Details of the standard working time and calendar that has been included;
 - 9.4.5. Risks, including risk analysis techniques used, and any mitigations embedded in the schedule;
 - 9.4.6. The standards used to establish duration lengths and use of constraints, ensuring no open-ended activities and compliance with DE&S Schedule guidance;
 - 9.4.7. The basis of estimate and associated assumptions for the cost and duration of baseline activities, covering both labour and materials. This may take the form of a master data and assumptions list; and,
 - 9.4.8. The Configuration and assurance procedures that will be used to manage and ensure the ongoing integrity of the CMS.
- 10. **CMS Reports** - The following reports, which collectively comprise CPR Format 6, are required:
 - 10.1. Baseline Reports
 - 10.1.1. Reports that describe and reflect the initial baseline
 - 10.1.2. Subsequently approved changes that caused a revision of the baseline.
 - 10.1.3. A Schedule narrative shall be provided with the original baseline and any subsequent baseline revisions outlining how the schedule has been constructed, the key assumptions together with the basis of estimate and logic of milestone selection and a description of the critical and near critical paths.
 - 10.1.4. A set of Authority agreed schedule health metrics.
 - 10.1.5. Schedule Risk Analysis shall be conducted on the Contractor schedule, at least quarterly and on the Authority's request, a Schedule Risk Analysis Report and electronic copies of the SRA schedule and the Contractor SRA models shall be provided to the Authority.
 - 10.2. Progress Reports (Statused Current Working Schedule)
 - 10.2.1. Electronic copy of the progressed schedule each reporting period that has formed the basis of the CSSR for that period.
 - 10.2.2. A Schedule narrative shall be provided with the progressed schedule outlining, the key assumptions underlying the progress and forecast together with the basis of estimate for key forecast activities where this is significantly different to the baseline, the impact and rationale of any significant logic changes and the resulting change to the schedule risk implications, and the resulting impact on key (including Contract) milestone and deliverables, if any. The analysis shall include a narrative description of the current Critical and near Path Analyses.

- 10.2.3. Milestone Report. Agreed milestones to be shown with the baseline and current forecast dates. Report to provide RAG status and indication of float. Note that there shall be clear definitions and acceptance criteria for reporting milestones.
- 10.2.4. Critical Path, Sub-Critical Path and Float Erosion Analysis Reports. Critical path analysis against the baseline and current forecast dates within the CMS. Summary / variance commentary of movements / changes to the critical path to be reported.
- 10.2.5. Interdependencies (Give/Get Milestones) Table. To indicate key interdependencies between supply chain, MoD and contractor schedules. Report should indicate movements in the period relating to both the baseline schedules and the current forecast version of these schedules. Variance commentary to be provided.
- 10.2.6. A set of agreed schedule health metrics for the submitted progressed schedule.

11. Preparation Instructions:

- 11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
- 11.2 The CMS shall be the primary schedule used for the contract; all other schedules produced in support of this are considered as subordinate to this primary schedule.

12. Data Format & Delivery Instructions:

- 12.1. Acceptable file formats are those that are compatible with the Authority IT System.
- 12.2. CMS deliveries shall include the original baseline schedule and Basis of Schedule, all agreed baseline amendments, the current working schedule together with forecast completion dates and durations.
- 12.3. Contractor schedules updated to reflect current progress shall be provided to the Authority on a monthly basis to the end of the calendar month unless agreed otherwise. The monthly reports shall be provided within 9 days of the end of the reporting period unless otherwise specified in the Conditions of Contract.
- 12.3. A Control Level schedule hard copy as well as electronic submission in the native file format (P6, or alternate package supported by Terms & Conditions of Contract).
- 12.4. Each submission of the CMS shall be consistent with the associated Status Report.

Annex C4 –Contract and Schedule Status Report (CSSR) – DID-PC-004A

1. **Title:** CONTRACT AND SCHEDULE STATUS REPORT (CSSR)
2. **Number:** DID-PC-004A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:**
6. **Description:** The CSSRs are prepared by the Contractor to provide the Authority with progress data designed to report multiple aspects of contract performance and future planning activity. Example of CSSR Format has been provided as part of Annex G9.
7. **Use/Relationship:**
 - 7.1. The Authority will use the CSSRs to:
 - 7.1.1. Assess and evaluate contract performance and as the basis for contract performance meetings and reviews;
 - 7.1.2. Assess the impact of existing and potential problems encountered resulting in significant cost and schedule variances and as the basis for discussing potential mitigation actions.
 - 7.1.3. Provide accurate, timely status information to aid Authority view of Contractor performance and as the basis for summarisation of performance across the Authority.
 - 7.1.4. CSSRs directly relate to the requirements specified in the Project Controls Management Plan (PCMP) and reconcile to progress incorporated in any related status reports that may be required within the scope of the Project Management Plan (PMP) where required.
8. **Applicable Standards, Governance & Related Documentation:**
 - 8.1. Planning, Scheduling, Monitoring and Control (APM 2015) Guidelines unless otherwise stated in the Contract terms.
9. **Requirements:**
 - 9.1. Data provided within the CSSRs shall relate to the authorised contract work undertaken in support of this contract, demonstrating compliance to PC requirements.
 - 9.2. Data provided shall include both priced and unpriced effort.
 - 9.3. The level of detail required for each report shall be as agreed by the Authority.

NOTE: Lower level detail may be required on an ad hoc basis in areas where a problem has occurred until such time that the Authority is content to return to the higher level.
10. **Preparation Instructions:**
 - 10.1. The content requirements of this data item should be considered as a minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the PCMS requirements of the Contract.
11. **Data Format & Delivery Instructions:**
 - 11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
 - 11.2. CSSRs are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales. Electronic format shall permit drill down to the lowest level where cost performance is captured.
 - 11.3. Reports shall be delivered on a monthly basis.

Annex C5 – Risk and Opportunity Management Plan (ROMP) – DID-PC-005A

1. **Title:** RISK MANAGEMENT
2. **Number:** DID-PC-005A
3. **Version:** Draft
4. **Delivery Schedule:** TBC.
5. **Applicable Forms:**
6. **Description:** The Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) that enables a formal risk process to be managed in conjunction with the Authority. The Contractor shall make it possible for the Authority to engage with the regular risk update process via regular risk reviews and formal risk reporting.
7. **Use/Relationship:**
 - 7.1. The Authority will use the risk management process to:
 - 7.1.1. Assess and evaluate potential events that might have either a positive or negative impact on the delivery of the baseline scope of work;
 - 7.1.2. Enable joint risk management effort between the Authority and the Contractor.
8. **Applicable Standards, Governance & Relevant Documentation**
 - 8.1. APM Project Risk Analysis and Management guide (PRAM).
 - 8.2. APM Interfacing Risk and Earned Value Management guide.
 - 8.3. APM Prioritising Project Risks guide.
9. **Requirements**
 - 9.1. The ROMP defines roles, responsibilities, methodology (process), tools and techniques specific to the project and how threats and opportunities are to be managed through life as part of the overall project management strategy.
 - 9.2. In the ROMP the contractor must take due cognisance of the scope of the project (performance, cost and time) to establish a mutually agreed risk appetite (agreed tolerances) that enables the contractor to develop their scoring criteria for cost time and performance.
 - 9.3. The process shall:
 - 9.3.1. Establish ownership for significant project risks;
 - 9.3.2. Reduce overall project risk exposure;
 - 9.3.3. Ensure all scope is considered to give a balanced view of risk;
 - 9.3.4. Deliver information in support of the overall project decision making and governance processes;
 - 9.3.5. Enable quantitative analysis to support forecasts of project cost and schedule out-turn.

Formal Reports

- 9.4. In support of the risk management process the following reports are required:
 - 9.4.1. Risk register. Full risk register for contracted scope, defining risk (case, event, consequence), owner, proximity, current and target impact (probability and cost/schedule/performance impact) and associated management responses. The register shall cover both risks (threats) and opportunities.
 - 9.4.2. Risk and opportunity change report. Standard Risk Report - Risk & Opportunities Change Report. Report of risks that have been escalated to a higher level for action/ information.
 - 9.4.3. Risk profile. Risk exposure profiled over the duration of the contract.
 - 9.4.4. Risk / opportunity pre & post mitigation response. Waterfall charts highlighting reduction in risk as a result of mitigation actions.
 - 9.4.5. Risk & Opportunities Process Health metrics report. Information reported for each month and includes; Total number of risks, risks added, closed, updated, review planned, review overdue, scoring updated - increased - decreased, risk escalated / de-escalated, plan added - updated, responses added, response completed before due date, response completed after due date,

response completed before trigger date, response completed after trigger date, responses updated.

10. Preparation Instructions:

10.1. The content requirements of this data item should be considered as a minimum standard that is required.

11. Data Format & Delivery Instructions

11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.

11.2. Documents are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales.

11.3. Reports shall be delivered on a monthly basis.

Annex C6 – Baseline Change Control – DID-PC-006A

- 1. Title:** BASELINE CHANGE CONTROL
- 2. Number:** DID-PC-006A
- 3. Version:** Draft
- 4. Delivery Schedule:** TBC.
- 5. Applicable Forms:**
- 6. Description:** The change control process describes how the baseline will be maintained under configuration control, including defining how revisions will be analysed, communicated and approved (in conjunction with the Authority when appropriate).
- 7. Use/Relationship:**
 - 7.1. The Authority will use the change management process to:
 - 7.1.1. Assess and approve potential changes to the baseline where they break defined thresholds as agreed with the authority;
 - 7.1.2. Assess and understand potential impact to the funding profile and key dates as agreed with the MOD Front Line Command via the CASP;
 - 7.1.3. Understand the status of changes and as such the basis of the performance measurement baseline;
 - 7.1.4. Enable the Authority to obtain visibility of specific change request documentation where it is requested.
- 8. Applicable Standards, Governance & Relevant Documentation**
 - 8.1. DEFCON 620: Contract change control procedure.
 - 8.2. DEFCON 503: Formal amendments to contract.
 - 8.3. APM Planning, Scheduling, Monitoring and Control (PSMC) guide.
- 9. Requirements**
 - 9.1. The change control process shall:
 - 9.1.1. Document, track and communicate to stakeholders' changes to the Performance Measurement Baseline;
 - 9.1.2. Ensure that the full impact of any change is articulated, including scope, schedule and budget;
 - 9.1.3. Ensure that all changes are assessed and endorsed by the right group of stakeholders;
 - 9.1.4. Reconcile current budgets to prior budgets in terms of changes to the authorised work in the detail needed by management for effective control;
 - 9.1.5. Control retroactive changes to records pertaining to work performed that would change previously reported amounts for actual costs, earned value, or budgets. Adjustments should be made only for correction of errors, routine accounting adjustments, effects of customer or management directed changes, or to improve the baseline integrity and accuracy of performance measurement data;
 - 9.1.6. Allow a forward view of potential changes;
 - 9.1.7. Prevent revisions to the budget except for authorised changes;
 - 9.1.8. Be in accordance with best practice as defined by the standards referenced above (i.e. not be used to cover poor performance).
 - 9.2. The Contractor's Change Control Process is required to accept and control:
 - 9.2.1. Internal changes that do not impact the contract – can often be processed without the need for Authority approval, but specialist requirements, e.g., safety, may result in a requirement for Authority assessment and endorsement;
 - 9.2.2. Internally raised changes that impact the contract – will always require formal approval from the Authority (DEFCON 620). Changes that impact the contract include any that has an impact on contractually agreed scope, milestones, or the funding split across financial years;

9.2.3. Externally directed changes – raised by the Authority and formally submitted to the Contractor in accordance with DEFCON 503. This DEFCON also requires that the Contractor submit their response back to the Authority in a set format and timescales.

9.3. All changes are required to follow the agreed formal process, noting that changes that impact contract must also follow the associated commercial processes before being contractually agreed.

10. Formal Reports

10.1. In support of the change management process the following reports are required:

10.1.1. Contract Baseline Change Request Log. Baseline Change Requests (BCR), impact statements and approval status. The log shall cover all identified changes, including potential and approved changes. Access shall be provided to individual BCRs as required.

10.1.2. Contingency drawdown reports. Indicates contractor forecast contingency burn rate (i.e. Risk Drawdown, uncertainty or associated BCR) for both cost and schedule

11. Preparation Instructions:

11.1. The content requirements of this data item should be considered as a minimum standard that is required.

11.2. The agreed change thresholds shall be defined within the PCMP.

12. Data Format & Delivery Instructions

12.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.

12.2. Documents are to be delivered in both static and electronic format (MS Excel, XER or other format agreed with the Authority) to the Authority and in accordance with the CDRL timescales.

12.3. Reports shall be delivered on a monthly basis.

Annex C7 – Cost Collection Reports – DID-PC-007A

1. **Title:** COST COLLECTION REPORTS
2. **Number:** DID-PC-007A
3. **Version:** Draft
4. **Delivery Schedule:** TBC
5. **Applicable Forms:**
6. **Description:** The majority of cost information will be provided via the PCMS as part of the normal reporting against the system (see DID-PC-001A and DID-PC-004A). The intent of the cost collection reports is to supplement this information where there is an additional business need for the Authority.
7. **Use/Relationship:**
 - 7.1. The Authority will use the cost data provided to support its financial reporting obligations.
8. **Applicable Standards, Governance & Relevant Documentation**
 - 8.1. DEFCON 647 - Financial Management Information
9. **Requirements**
 - 9.1. In support of the financial management process the following reports are required:
 - 9.1.1. Transaction Report. List of the transactions (data) to support an invoice.
 - 9.1.2. In-Year Cash Forecast. The Contractor shall provide a cash forecast summary for both in-year and 10-year periods.
 - 9.1.3. Fee Projection. Where the fee is variable, a report indicating the value of the fee still available to be claimed.
 - 9.1.4. Cost Report. A report detailing costs that have been incurred in month to include those not yet invoiced. The report will be required at a frequency defined by the Authority.
10. **Preparation Instructions:**
 - 10.1. NA
11. **Data Format & Delivery Instructions**
 - 11.1. Documents are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales.
 - 11.2. Reports shall be delivered on a frequency as agreed with the Authority.

Annex D – DID Evaluation Pro-Forma

Data Item Description Evaluation Pro-forma

Any agreed tailoring to the requirements in the following templates must be incorporated in the specific Contract terms and conditions. The DID's themselves should not be altered.

The content requirements within the data items should be considered as the minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the PCMS requirements within the Contract.

CDRL Deliverable Title	
DID No	
Version	
Date of Delivery	
Review Deadline	[XX days post-delivery*]
Reviewed by:	[List names of those who have reviewed this document*]
Accepted/Rejected Decision	[Please detail if the deliverable has been accepted or rejected based on whether the document conforms to the requirements within the relevant DID.*]

Section/ Para No/ Reference	Comments/Observations Please note any specific non-conformances against the relevant DID	Reviewer

* Content in grey should be considered as a prompt

Annex E – Contract Data Requirement List (CDRL)

The CDRL will incorporate a full list of contract deliverables covering all aspects of Project Controls; below are those aspects that relate to EVM only.

Ref No	Title	DID Ref if applicable	Delivery Schedule	Decision Required	Acceptance Criteria	Intended Use
CDRL-PC-001A	Project Controls Management Plan (PCMP)	DID-PC-001A	Initial– as part of Tender submission Final Delivery – Contract Award +30 days Updates – 30 days prior to implementation significant changes to Contractor PCMS	Review Accept/Reject Accept/Reject Accept/Reject	Document Compliance with DID-PC-001A	Demonstrate compliance with Nominated PC Standard and the contractor's proposed means of meeting the Authority's PC management and data requirements.
CDRL-PC-002A	Contract Work Breakdown Structure (CWBS)	DID-PC-002A	Initial– as part of Tender submission Final– Contract Award + 30 days	Review Accept/Reject	Compliance with DID-PC-002A and conformance with Authority WBS	Ensure intended scope is captured in the contractor's Baseline.
CDRL-PC-003A	Contractor Master Schedule (CMS)	DID-PC-003A	Initial delivery – Tender submission –In accordance with the tender submission deadline	Review Accept/Reject	Compliance in accordance with DID-PC-003A. Delivery does not constitute Authority Acceptance of the initial delivery or the baseline	Assess progress achieved and predicted outcome

This text has been redacted under exemptions set out by the Freedom of Information act.

Ref No	Title	DID Ref if applicable	Delivery Schedule	Decision Required	Acceptance Criteria	Intended Use
			<p>Post Contract Award + 60 Days.</p> <p>Updates to be provided on a monthly basis (or alternative timescale to be agreed by the Delivery Team)</p>			
CDRL-PC-004A	Contract and Schedule Status Report (CSSR)	DID-PC-004A	<p>Initial delivery – Contract Award + 60 days</p> <p>Subsequent Delivery – end of calendar month +9 days</p>	Accept/Reject	Compliance in accordance with DID-PC-004A	Assess performance and progress achieved
CDRL-PC-005A	Risk and Opportunity Management Plan (ROMP)	DID-PC-005A	<p>Initial delivery – Contract Award + 60 days</p> <p>Subsequent Delivery – end of calendar month +21 days</p>	Accept/Reject	Compliance in accordance with DID-PC-005A	Assess risk position.
CDRL-PC-006A	Change Control	DID-PC-006A	<p>Initial delivery – Contract Award + 60 days</p> <p>Subsequent Delivery – end of calendar month +9 days</p>	Accept/Reject	Compliance in accordance with DID-PC-006A	Assess pending changes.

This text has been redacted under exemptions set out by the Freedom of Information act.

This text has been redacted under exemptions set out by the Freedom of Information act.

Ref No	Title	DID Ref if applicable	Delivery Schedule	Decision Required	Acceptance Criteria	Intended Use
CDRL-PC-007A	Cost Collection	DID-PC-007A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +9 days	Accept/Reject	Compliance in accordance with DID-PC-007A	Assess cost incurred.

This text has been redacted under exemptions set out by the Freedom of Information act.

1. Contract Information									
Contract Name							Report No		
Project Name							Version		
Project Phase		Project Start			Project Finish			Report Date	
Identifier		Owner				Report Period	Start		
Sponsor		Program ID					End		

2. Status Narrative								
Overall	Achievements to date and variance against plan for both period and culminative						Last Period	This Period
							G	A

% Complete	WB S No.	This Period		Cumulative		Final Completion Date	Last Period	This Period
		% Complete	Budget	% Complete	Budget			

Project Milestones	WB S No.	Scope (this Period only)	Milestones and Deliverables (this Period only)	Planned Due Date	Actual Date	Var (Cal. Days)	Last Period	This Period							
													0	G	G
													0		
						0									
						0									

This Period Milestones	WB S No.	Scope (this Period only)	Milestones and Deliverables (this Period only)	Planned Due Date	Actual Date	Var (Cal. Days)	Last Period	This Period							
													0	A	R
													0		
						0									
						0									

Risks (Top	Risk ID	Risk Rating	Risk title (and description if necessary)	Risk Owner	Change in Period	Last Period	This Period

						A	A

Issues (Top 5)	Issue ID	Issue Rating	Issue title (and description if necessary)	Issue Owner	Change in Period	Last Period	This Period
						A	A

3. Changes

Ref	Description	Requested on	Value	Status

4. Next Period

Ref	

Schedule 15 - Statement of Good Standing

The Statement Relating To Good Standing

Contract Title: Provision of Pre-Flight Messaging Test Facility (PMTF) Rigs

Contract Number: 700027319

1. We confirm, to the best of our knowledge and belief, that Leonardo MW Ltd including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of Leonardo MW Ltd has not been convicted of any of the following offences within the past 5 years:

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- c. common law offence of bribery;
- d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 - (1) the common law offence of cheating the Revenue;
 - (2) the common law offence of conspiracy to defraud;
 - (3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
 - (5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

(8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

(9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

(1) in section 41 of the Counter Terrorism Act 2008; or

(2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

k. an offence under section 59A of the Sexual Offences Act 2003;

l. an offence under section 71 of the Coroners and Justice Act 2009;

m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

n. an offence under section 2 or 4 of the Modern Slavery Act 2015;

o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –

(1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or

(2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom

2. Leonardo MW Ltd further confirms to the best of our knowledge and belief that within the last 3 years it:

- a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
- b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- c. has not committed an act of grave professional misconduct, which renders its integrity questionable;
- d. has not entered into agreements with other suppliers aimed at distorting competition;
- e. is not subject to a conflict of interest within the meaning of regulation 24;
- f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. is not guilty of serious misrepresentation in providing any information required by this statement;
- i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if

there is a failure to provide a declaration or if I provide false or misleading information.	
Organisation's name	Leonardo MW Ltd
Signed (By Director of the Organisation or equivalent)	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>
Name	Andrew David Howard
Position	VP Commercial – Electronic Warfare
Date	23.11.2020

Schedule 16 – Assumptions, Dependencies and Exclusions

Document Version	Assumptions	Accepted or Rejected	Final Comment	Status
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	Payments terms are offered as net 30 days from the date of invoice as per the Terms and Conditions reference above.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	Delivery terms are assumed to be DAP from our facility in Luton, UK. Leonardo will not be responsible for any exporting of hardware, technology or information.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	All HIDAS LRU GFE (as identified in Section 2) will be provided to Leonardo in the required timescales, in good working order.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	No LRI modifications other than software specific to this Scope of Work will be required.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	Certification standards to be applied are those applied to original legacy development (MIL-STD-498 or RTCA/DO178B level C with 3 exceptions).	Partially Accepted	Certification standards to be applied are those applied to RTCA DO-178C/ED-12 DAL D.	CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	Reliability and maintainability will be read across from existing LRU reports.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	All SDRs will be published in supplier format and sourced from existing LRI documentation.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	All emulators will be running on Windows 10 Operating System.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Not Accepted	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	CLOSED

SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	For the Quality Assurance special conditions (DEFCON 602A and Special Condition 48), the <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i> team will create a Project or Customer Quality Assurance Plan that describes the specific activities, standard, tolls and processes necessary to comply with the relevant conditions which are reviewed and approved by the QHSE Manager.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i> have based the NRE level of documentation from previous experience and our standard documentation templated and level of information. In some cases, it is not detailed the level of documentation required in SOW or SOR and so this detail can change at contract award. Our costs have been based on our documentation level of detail and should additional information, format or level of detail become over and above what have been budgeted for, we would like to review this with Leonardo.	Not Accepted	MOD cannot take ownership of the assumptions provided by a LUK subcontractor.	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	The technical proposal is provided in accordance with [REF-1], should [REF-1] change prior to Contract Award then Leonardo MW Ltd reserves the right to revise the Technical Proposal accordingly	Accepted	REF-1 is the Authority's ITN-700027319.	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	It is assumed that the Contract effective Date for these programmes is November 2020	Not Accepted	Not accepted as date of November 2020 contract effective date has passed.	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	It is assumed that a mutually acceptable Programme Schedule, Milestone Payment Plan and Terms and Conditions will be agreed prior to Contract Award.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	All documentation shall be supplied in the English Language	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	It is assumed that all Technical Interchange Meetings will in the UK, at Leonardo MW Ltd sites	Not Accepted	It is assumed that all Technical Interchange Meetings will be held virtually.	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	The certificate of design for the PFMTF Rig will be a Leonardo MW Ltd format Declaration of Design and Performance	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	The supplier format provided contracted deliverable documents will be acceptable	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	No travel outside the UK is required	Accepted		CLOSED

PFMTF & STF Rigs -Volume 3 - MDAL	Delivery terms are assumed to be DAP from our facility in Luton, UK. Leonardo will not be responsible for any exporting of hardware, technology or information.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	All DAS LRU GFE will be provided to Leonardo MW Ltd in the required timescales, in good working order.	Accepted		COSED
PFMTF & STF Rigs -Volume 3 - MDAL	No LRU modifications other than specific to this Scope of Work will be required.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Delivered software compliant against RTCA DO-178c/ED-12C DAL D will be acceptable.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	All SDRs will be published in supplier format.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Windows 10 will be installed on the Rig PCs	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Not Accepted	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Security aspects are to be agreed during the contracted work and implementation of required features falls within the allocated costs.	Partially Accepted	Security Aspects are covered in the SAL, the Authority reserves the right to add security aspects at no additional cost providing they have been specified in the SAL.	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	The design for the automated test functionality is to be agreed during the contracted work and implementation of required features falls with the allocated costs	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	It is assumed the end user for this programme is the UK MOD	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	This proposal assumes a schedule for deliverables will be mutually agreed between the parties prior to contract award.	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	This proposal is provided on the assumption that all required licences and agreements for transfer of technical information are in place and valid for the purposes of this programme.	Accepted		CLOSED

PFMTF - PCMP - UK AH_64E_Final	If a revised activity to that detailed in this proposal is required, or if the ITN referenced in Section 2 of this proposal changes, then Leonardo reserve the right to withdraw or amend our offering accordingly.	Accepted		CLOSED
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Document Version	Dependencies	Accepted or Rejected		Status
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	<i>This text has been redacted under exemptions set out by the Freedom of Information act..</i>	Not Accepted	The Authority do not own this document and will not be responsible for it's supply to Leonardo.	CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	The contract for the STF cannot be placed with the PFMTF. The STF is dependent on the PFMTF being contracted first as common emulators will be developed.	Not Accepted	Dependency no longer required as the requirement is for the PFMTF and STF rigs to be contracted together as per Option 1 of Leonardo's proposal.	CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	Profit rate calculation to include terms that allows incentive adjustment.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	Acceptance criteria will be based on Leonardo acceptance procedures.	Partially Accepted	The Authority confirm that Acceptance criteria will be based on Leonardo acceptance procedures. Additional acceptance criteria can be found within the MPP at Schedule 2 and Schedule 8 Acceptance Procedure.	CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	All HIDAs LRU GFE will be provided to Leonardo in the required timescales, in good working order.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	HMI Layout to be provided from the UK Ah-64E AASE HMI as GFI.	Accepted		CLOSED

SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	The Authority grant permission to modify <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Partially Accepted	<p>The Authority will be issuing <i>This text has been redacted under exemptions set out by the Freedom of Information act</i> as part of the GFE and therefore grant permission for LUK to modify.</p> <p>The Authority will not be issuing <i>This text has been redacted under exemptions set out by the Freedom of Information act</i> as GFE and therefore there is no requirement to modify.</p>	CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	Lockdown policy well defined and available to MAPPS Project Team	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	PFMTF equipment security provisions will be based on agreed and acceptable Security Accreditation and Risk Management Accreditation Document Set (RMADS).	Not Accepted	<p>The Authority's Security Assurance Coordinator confirmed that we are using the National Institute of Standards & Technology Risk Management Framework (NIST RMF).</p> <p>Final Dependency to read: PFMTF equipment security provisions will be based on agreed and acceptable security accreditation and National Institute of Standards & Technology Risk Management Framework (NIST RMF) as detailed in NIST SP800-37 and acknowledge that the control details provided in NIST SP800-53 and assessed against the standards in NIST SP800-53A. .</p>	CLOSED

SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	There is a dependency on the Authority to ensure that all GFE is provided in a timely manner and the correct build standard. In the event that any GFE item requires re-work or replacement, then Leonardo reserve the right to agree a contract amendment in the event of any impact to cost of schedule.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	You will no doubt be aware of the ongoing UK government advice and have seen the extensive news coverage concerning the outbreak and rapid spread of the COVID-19 virus. The World Health Organisation characterised this now global event as a pandemic on 11 March 2020. The impact on the UK has begun and continues to develop. Leonardo continue to observe the UK Government guidance an directives, and continue to do whatever we can to mitigate any resulting impacts to our business, customers and suppliers. We will of course continue to keep you updated as the situation develops, but please do note that any timeframes associated with the enclosed offer may be imcted through matters completely out with our control, and we ask you to work with us as we collectively progress through this difficult time.	Not Accepted	MOD COVID Clause has been included with Contract Offer Document 46.5 - COVID-19: Extension of time and relief from performance. Therefore this dependency can be removed.	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Timely response to delivered SDRLs	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Acceptance criteria will be based on Leonardo MW Ltd acceptance procedures	Partially Accepted	The Authority confirm that Acceptance criteria will be based on Leonardo acceptance procedures. Additional acceptance criteria can be found within the MPP at Schedule 2 and Schedule 8 Acceptance Procedure.	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	PFMTF equipment security provisions will be based on agreed and acceptable Security	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Dependent on the MOD for the supply of GFE in time to support rig integration	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	The MOD supply as GFI the HMI information from Boeing in time for initial design of the TP emulator software, on which the MOD requires the platform interface to be based.	Accepted		CLOSED

PFMTF - PCMP - UK AH_64E_Final	This proposal is dependent on government approval of all licences, agreements and authorisations required for the requested deliverables and information.	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	This proposal is dependent on the receipt of the outputs of the UK MoD Subsystems upgrade programme in the required timescales. Including the provision of UK GFE and GFI in the required timescales.	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	All documentation will be in the English Language.	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	All documentation will be in Leonardo formats and standards.	Accepted		CLOSED
PFMTF STF Rigs +C67:N67- Volume 1 Technical Proposal AP50171316 Issue 2	6.5.3 Technical Dependencies Security Aspects that need to be satisfied for the deployment of the PFMTF Rig within JEWOSC	Accepted		CLOSED

Document Version	Exclusions	Accepted or Rejected		Status
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	The provision of GFE is excluded from this proposal. Please advise if Apache PT require proposals for GFE.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	The proposal excludes any Survey, Strip and Repaired of GFE LRUs.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	This proposal excludes provision of production HIDAS LRUs at the modified standard.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 - PFMTF -UK Mod Apr 21	This proposal excludes security accreditation support to JSP440.	Accepted		CLOSED
SPT-JB-Q3188 V6.0 -	Support to trials is excluded from this proposal. However we will be happy to provide a man-day quote , if required.	Accepted		CLOSED

PFMTF -UK Mod Apr 21				
SPT-JB- Q3188 V6.0 - PFMTF -UK Mod Apr 21	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Not Accepted	<i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	CLOSED
SPT-JB- Q3188 V6.0 - PFMTF -UK Mod Apr 21	EVM Clause 50 excluded from sub-contracts.	Partially Accepted	The MOD is content that in this case they do not need to flow down EVM as the subcontracts are below the threshold. If the subcontract value exceeds the threshold during the contract then EVM will be revisited. Final Exclusion to read: EVM Clause 50 excluded from sub-contracts for this Contract 700027319.	OPEN
SPT-JB- Q3188 V6.0 - PFMTF -UK Mod Apr 21	Onsite support for the purpose of commissioning, service, maintenance, hardware refresh or through life repair is not included in this proposal but can be available as an additional service on request.	Partially Accepted	Technical Support post delivery of the PFMTF and STF Rigs is not costed under the milestone payment plan and is subject to agreement of tasking under this contract.	CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	The provision of, and pricing, f GFE is excluded from this proposal. Please advise if Apache DT require priced proposals for GFE.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	This proposal excludes any Survey, Strip and Repair of GFE LRUs	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	This proposal excludes provision of production DAS LRUs at the required standard	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Leonardo MW Ltd will not provide off site training prior to delivery of the respective rigs due to the expected benefit for having a hands-on component of the training.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	PFMTF will not include <i>This text has been redacted under exemptions set out by the Freedom of Information act.</i>	Accepted		CLOSED

PFMTF & STF Rigs -Volume 3 - MDAL	PFMTF rig will not support simulation of suppression signals.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Rig documentation will exclude LRU repair information on the occasion of a unit failure	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	Leonardo MW Ltd are unable to test for the full range of EMC emissions up to 300GHZ.	Accepted		CLOSED
PFMTF & STF Rigs -Volume 3 - MDAL	The <i>This text has been redacted under exemptions set out by the Freedom of Information act</i> will not match the HMI aspects the platform interface	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	Qualification evidence will not be provided for HIDAS subsystems' uninstalled performance.	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	The provision by Leonardo of any Modified HIDAS LRUs is excluded from this proposal.	Accepted		CLOSED
PFMTF - PCMP - UK AH_64E_Final	Support is limited to that detailed in the ITN, any post-acceptance support is excluded from this proposal. We will be happy to offer a man day rate for support if required.	Accepted	Technical Support post delivery of the PFMTF and STF Rigs is not costed under the milestone payment plan and is subject to agreement of tasking under this contract.	CLOSED

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Lewis Parker

Address: Apache DT, Box 188, Centenary House, Building 100, Leonardo Helicopters, Lysander Road, Yeovil BA20 2YB

Email: lewis.parker117@mod.gov.uk ☎☎ +44 (0) 3001 640979

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

Name: Gary Birchall

Address: DE&S AbbeyWood South, NH1, Yew Ob #1031, Bristol, BS34 8JH

Email: gary.birchall101@mod.gov.uk ☎☎ N/A

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:

☎☎

(b) U.I.N.

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

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: Barry Paton

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

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows:

All items to be delivered to the following:

Name: T Thompson

Address: JEWOSC Projects, Strategic Command, Defence Intelligence, Support Centre
Thomson Building, RAF Waddington, LN5 9WA

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, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arcott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

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

*** NOTE**

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

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

3. 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.

DEFFORM 532

Edn 05/18

Personal Data Particulars.....

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>Apache DT, Box 188, Centenary House, Building 100, Leonardo Helicopters, Lysander Road, Yeovil BA20 2YB</p>
Data Processor Data Subjects	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>Leonardo UK Ltd, 300 Capability Green, Luton, United Kingdom, LU1 3PG</p> <p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, Ministry of Defence Personnel</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>Name, Job Title/Role, Work Address, telephone number, email address</p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>No mandatory data should be requested that would fall into this category, however should collection of personal data which may identify as a special category of data as per Paragraph 1 of Article 9 of the EU General</p>

	Data Protection Regulation (GDPR), these should not be recorded unless required as per Paragraph 2 of Article 9.
Subject matter of the processing	The processing activities to be performed under the contract are as follows: Administrative Purposes
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: The scope, nature and purpose of the processing is the provision of services by the Contractor to the Authority under 700027319 Contract.
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: Provision of Pre-Flight Messaging Test Facility (PMTF) Rigs Schedule 9 – Statement of Requirements (SOR) and all associated accepted Tasking Authorisation Forms. Data to be used only in connection with this Contract 700027319.
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): Process the Personal Data only for the period necessary to meet the Contractor's obligations under the Contract and then dispose in accordance with the Authority's written instructions. [6 years from Contract Closure/Expiry unless legitimate reason to retain it for longer].
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: N/A

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Deliverables

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

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 36.c - Payment	Payment of sums due	Within 30 days of contract award	Supplier Organisation
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it	Within ITN Bid Submission or as applicable thereafter	Supplier Organisation
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.	With 20 days of notification of termination (if applicable)	Supplier Organisation
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor	Within 30 days of official notice of such proceedings	Supplier Organisation
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.	Within 30 days of official notice of such proceedings	Supplier Organisation
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith	Within 30 days of realisation of inconsistency	Supplier Organisation
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.	Within 30 days of official notice of such proceedings	Supplier Organisation
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control	Within 30 days of official notice of such proceedings	Supplier Organisation
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.	Within ITN Bid Submission or as applicable thereafter	Supplier Organisation
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 a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings shall be provided for upload"	Within 30 days of official notice of such new Packaging	Supplier Organisation
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.	Within ITN Bid Submission or as applicable thereafter	Supplier Organisation
Obligation Condition 25.c - Source of Timber and Wood	If requested Evidence that the Timber and Wood-Derived Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or	Within ITN Bid Submission or as applicable thereafter	Supplier Organisation

	both.		
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Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract	Upon termination should this occur	Buyer Organisation
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith	Within 30 days of realisation of inconsistency	Buyer Organisation
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives	Within 30 days of change start date	Buyer Organisation
Obligation Condition 36.a - Register on CP&F	Provide details for registration on CP&F	Upon issue of ITN	Buyer Organisation

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