OI/0078 – Field Electrical Power Supplies – Support (FEPS-S)

Draft Contract

As Issued at ITN

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1. SCHEDULE OF REQUIREMENTS

Name and Address of Contractor	**MINISTRY OF DEFENCE** **Schedule of Requirements for:** **FIELD ELECTRICAL POWER SUPPLIES – SUPPORT (FEPS-S)**	**Contract No:** **OI/0078**
Issued With Invitation to Negotiate	**On** 18 August 2023	**Previous Contract No: N/A**

Requirements

Item No.	Description	Delivery Date	Deliver To	Quantity	UOM	Packaging Code	Price £ (ex-VAT) each
1	Equipment transition in accordance with the provisions of the Equipment Transition Plan at Annex H - Appendix i to the Contract.	In accordance with Delivery, Completion and Anchor Milestones at Annex C	The instructions of the Authority's Project Manager	1	Each	None	(Firm total)
2	Set up of Field Electrical Power Supplies – Support Service, in accordance with the provisions of the Statement of Work at Annex A to the Contract, to enable commencement of Field Electrical Power Supplies – Support Service (Partial) requirement. (inclusive of Special Jigs, Tooling and Test Equipment at Annex V to the Contract)	In accordance with Delivery, Completion and Anchor Milestones at Annex C	The instructions of the Authority's Project Manager	1	Each	None	(Firm total)

3	Delivery of Field Electrical Power Supplies – Support Service in accordance with the provisions of the Statement of Work at Annex A to the Contract, for four years and ten months from the achievement of the FEPS-S Service (Partial) Commencement Date.	In accordance with Delivery, Completion and Anchor Milestones at Annex C	The instructions of the Authority's Project Manager	1	Each	Year 1 Year 2 Year 3 Year 4 Year 5	(Firm) (Fixed) (Fixed) (Fixed) (Fixed)
						Total	(Firm/Fixed total)
4a	Inspection of [INFORMATION REDACTED] generators in the Non-serviceable fleet, with a report to the Authority on the required maintenance activities to repair [INFORMATION REDACTED] generators to Serviceable Condition, in accordance with FEPS-S Service Statement of Work (SoW) serial 041 - Remark c, at Annex A to the Contract.	In accordance with Delivery, Completion and Anchor Milestones at Annex C	The instructions of the Authority's Project Manager	1	Each	None	(Firm total)
4b	Repair of [INFORMATION REDACTED] generators from the Non-serviceable Fleet to Serviceable Condition, as identified in Item 4a, in accordance with FEPS-S Service Statement of Work (SoW) serial 041 at Annex A to the Contract. To be raised as Ad Hoc repair task (see Clause 8.3).	In accordance with Delivery, Completion and Anchor Milestones at Annex C	The instructions of the Authority's Project Manager	1	Each	None	(TBC. To be determined in accordance with rates in Annex R)
5	Salvage activity of [INFORMATION REDACTED] FEPS Generators from the Residual Fleet, in accordance with FEPS-S Service Statement of Work (SoW) serials 064 and 065 at Annex A to the Contract.	In accordance with Delivery, Completion and Anchor Milestones at Annex C	The instructions of the Authority's Project Manager	1	Each	None	(Firm total)

2. GENERAL CONDITIONS

DEFCON 76 (Edn. 11/22) – Contractor's Personnel at Government Establishments

DEFCON 127 (Edn. 08/21) – Price Fixing Condition For Contracts Of Lesser Value – This applies to those tasks as identified under Clause 2.6.3 only.

DEFCON 501 (Edn. 10/21) – Definitions and Interpretations

DEFCON 503 (Edn. 06/22) – Formal Amendments to Contract

DEFCON 515 (Edn. 06/21) – Bankruptcy and Insolvency

DEFCON 516 (Edn. 04/12) – Equality

DEFCON 518 (Edn. 02/17) – Transfer

DEFCON 520 (Edn. 08/21) – Corrupt Gifts and Payments of Commission

DEFCON 526 (Edn. 08/02) – Notices

DEFCON 527 (Edn. 09/97) – Waiver

DEFCON 528 (Edn. 07/21) – Import and Export Licences

DEFCON 529 (Edn. 09/97) – Law (English)

DEFCON 530 (Edn. 12/14) – Dispute Resolution (English Law)

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

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

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

DEFCON 538 (Edn. 06/02) – Severability

DEFCON 539 (Edn. 01/22) – Transparency

DEFCON 540 (Edn. 05/23) – Conflicts of Interest

DEFCON 550 (Edn. 02/14) – Child Labour and Employment Law

DEFCON 565 (Edn. 07/23) - Supply Chain Resilience and Risk Awareness

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

DEFCON 608 (Edn. 07/21) – Access and Facilities to be Provided by the Contractor

DEFCON 620 (Edn. 06/22) – Contract Change Control Procedure

DEFCON 643 (Edn. 12/21) – Price Fixing (Non-qualifying contracts) – This applies to those tasks as identified under Clause 2.6.3 only.

DEFCON 656B (Edn. 08/16) – Termination for Convenience – Over £5M. For the purposes of Clause 1 of DEFCON 656B, the period of notice shall be [INFORMATION REDACTED] Business Days except for termination in accordance with the provisions of sub-clause 7.3.4, where the notice period shall be as stated in that sub-clause.

DEFCON 658 – (Edn. 10/22) – **Cyber Risk Profile – Low**
Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.

[INFORMATION REDACTED]

DEFCON 670 (Edn. 02/17) – Tax Compliance

DEFCON 671 (Edn. 10/22) – Plastic Packaging Tax

DEFCON 675 (Edn. 03/21) – Advertising Subcontracts

DEFCON 697 (Edn. 11/22) – Contractors on Deployed Operations

DEFCON 812 (Edn. 04/15) - Single Source Open Book – This applies to those tasks as identified under Clause 2.6.3 only.

2.1 DEFINITIONS AND INTERPRETATIONS

2.1.1 In addition to DEFCON 501 (Definitions and Interpretations), the words and phrases set out in Annex L – Definitions and Interpretations – shall apply to this Contract.

2.2 CONTRACT DURATION

2.2.1 This Contract comes into effect on the date upon which both Parties have signed the Contract and will expire on 30th June 2029 unless it is extended or terminated in accordance with the provisions of this Contract.

2.3 FULL OPERATING CAPABILITY (FOC)

2.3.1 The requirements for achieving the Full Operating Capability (FOC) are defined in Annex L – Definitions and Interpretations.

2.3.2 The quantities of equipment to be provided by the Authority, and then supported under the FEPS-S Service, are at Annex N – Government Furnished Asset (GFA) List.

2.3.3 The requirements of the FEPS-S service to be provided by the Contractor are at Annex A - Field Electrical Power Supplies – Support (FEPS-S) Service - Statement of Work (SoW).

2.4 PRECEDENCE

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

a) Terms and Conditions;

b) DEFCONS;

c) Annex F - Safety and Environmental Requirements;

d) Annex W - TUPE;

e) Annex A - Field Electrical Power Supplies – Support (FEPS-S) Service - Statement of Work (SoW);

f) Annex H – Appendix i - Equipment Transition Plan

g) Annex M - Contractual Assumptions;

h) The remaining Annexes;

i) Any other documents referred to expressly in the Contract.

2.4.2 If either Party becomes aware of any inconsistency within or between the documents referred to in Clause 2.4.1 (Precedence) 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 2.4.1.

2.4.3 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 DEFCON 530 – Dispute Resolution.

2.5 AUTHORITY REPRESENTATIVES

2.5.1 Any reference to the Authority in respect of:

a) the giving of consent;

b) the delivering of any Notices; or

c) 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 Clause 2.5.

2.5.2 The Authority’s Representatives detailed in DEFFORM 111 (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.

2.5.3 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 the DEFFORM 111 in accordance with Clause 2.6 (Formal Amendments to Contract).

2.6 FORMAL AMENDMENTS TO CONTRACT

2.6.1 Except as provided in DEFCON113 and subject to Clause 2.6.3, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

a) the Authority Notice of Change under Clause 2.7 (Contract Change Control Procedure); and

b) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.

2.6.2 Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

2.6.3 Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 or DEFCON 127. Where DEFCON 643 is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with Clause 5 of DEFCON 643.

Changes to the Specification

2.6.4 The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

2.6.5 The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001:2015, within the scope of the Contract requirements.

2.7 CONTRACT CHANGE CONTROL PROCEDURE

Authority Changes

2.7.1 The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2.7.2) Changes in accordance with this Clause 2.7.

2.7.2 Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

2.7.3 If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.

2.7.4 The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with Clauses 2.7.7 to 2.7.9 (inclusive).

2.7.5 The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):

a) would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or

b) would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or

c) would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

<u>and:</u>

d) the Contractor notifies the Authority within [INFORMATION REDACTED] Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c providing written evidence for the Contractor's reasoning on the matter; and

e) further to such notification:

   i. either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 2.7.5.d) it is determined in accordance with DEFCON 530 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c; and

   ii. (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c within [INFORMATION REDACTED] Business Days (or such longer period as shall have been agreed in writing by the parties) after:

      1) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c); or
      2) the date of such determination.

2.7.6 The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

2.7.7 As soon as practicable, and in any event within:

a) (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c in accordance with Clause 2.7.5) [INFORMATION REDACTED] Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

b) (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c in accordance with Clause 2.7.5 and:

   i. the Authority has agreed with the Contractor's conclusion so notified or it is determined under DEFCON 530 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c) [INFORMATION REDACTED] Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which

the Contractor shall have received such revised Authority Notice of Change; or

ii. the Authority has disputed such conclusion and it has been determined in accordance with DEFCON 530 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c) [INFORMATION REDACTED] Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 2.7.5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 2.7.5.a, 2.7.5.b and/or 2.7.5.c.

2.7.8 The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

a) the effect of the Change(s) on the Contractor's obligations under the Contract;

b) a detailed breakdown of any costs which result from the Change(s);

c) the programme for implementing the Change(s);

d) any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and

e) such other information as the Authority may reasonably require.

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

Contractor Change Proposal – Process and Implementation

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

a) evaluate the Contractor Change Proposal; and

b) where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) 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 [INFORMATION REDACTED] Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

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

a) either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 2.6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and

otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal;

or

b) serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).

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

2.7.13 The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 2.7.11.a, and then subject only to the terms of the Contractor Change proposal so accepted. Contractor Changes

2.7.14 If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 2.7.8 to 2.7.13 (inclusive).

2.8 CONTRACTOR'S PERSONNEL

2.8.1 Details of key personnel to be employed on the Contract shall be made available to the Authority on the Contract start date, in accordance with CDR 032 at Annex D

2.8.2 The Contractor shall take all reasonable steps to avoid changes of personnel assigned, and accepted for, work under the Contract, at both Prime and Subcontractor level. The Contractor shall give at least [INFORMATION REDACTED] Business Days' notice to the Authority of any changes to key personnel, except where those changes are unavoidable or of a temporary nature, and provide updated details in accordance with CDR 032 at Annex D.

2.8.3 The Contractor shall ensure there is appropriate Suitable Qualified and Experienced Personnel (SQEP) cover in place, in accordance with ID 002 at Annex A (FEPS-S Service SoW), should any post remain vacant for longer than [INFORMATION REDACTED] Business Days (including but not limited to cases of long-term absence).

2.9 PLACING OF SUBCONTRACTS

2.9.1 The Contractor shall provide a list in Microsoft Excel compatible format of each Subcontract worth more than [INFORMATION REDACTED]. For each Subcontract, the list shall include, in so far as is reasonably practicable:

a) The registered name of the Subcontractor;

b) The company registration number and DUNS number;

c) Value, for all Subcontracts over [INFORMATION REDACTED] ;

d) A description of the goods or services provided;

e) In respect of the DEFCONs that are included in this Contract, and which require the Contractor to include equivalent terms in Subcontracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and

f) In respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

2.9.2 The information listed in Clause 2.9.1 above shall be provided within [INFORMATION REDACTED] calendar days of the Contract start date and thereafter updated annually to reflect any changes to the accuracy of the information.

2.9.3 The Contractor shall complete the Supply Chain Resilience and Risk Awareness activities for First-Tier and Second-Tier Subcontractors, as stated in DEFCON 565.

2.9.4 The information listed in Clause 2 of DEFCON 565 shall be provided to the Authority:

a) in relation to First-Tier Subcontractors within [INFORMATION REDACTED] days of the Contract start date;

b) in relation to the Second-Tier Subcontractors, within [INFORMATION REDACTED] days of the Contract start date or a timeframe to be agreed by the Authority and the Contractor.

2.10 MODERN SLAVERY

2.10.1 The Supplier shall, and procure that each of its Subcontractors shall, comply with the Modern Slavery Act 2015.

2.11 NOTIFICATION OF OVERSEAS EXPENDITURE

2.11.1 Pursuant to Clause 16 of DEFCON 528, where the Contractor issues an updated DEFFORM 528 to the Authority as a result of being notified of restrictions, the Contractor shall propose actions to mitigate any restrictions to the Authority within [INFORMATION REDACTED] Business Days. The Authority shall notify the Contractor within [INFORMATION REDACTED] Business Days of receipt of a proposal whether it is acceptable.

2.12 ACCESS TO AUTHORITY SITES

2.12.1 The Authority will assist in arranging access to the relevant Authority site(s) and personnel required to undertake the work required under this Contract, in accordance with DEFCON 76. Requests for access/visits shall be made in a timely manner to allow any necessary clearances to be approved/authorised. No access will be granted unless such approval has been given. This shall be co-ordinated through the Authority's Project Manager.

2.12.2 The Contractor shall arrange access to other sources (i.e., Industry) themselves.

2.13 SECURITY MEASURES

2.13.1. For the purpose of [INFORMATION REDACTED] , the Security Aspects Letter can be found at Annex K to these Terms and Conditions. A draft version shall be issued at ITN, and a final version issued at Contract offer. Changes in these classifications will be notified by the Authority's Project Manager, to whom enquiries about the Security Aspects Letter should be addressed.

2.13.2 The security classification of this Contract has been assessed as "[INFORMATION REDACTED] ".

2.14 PUBLICITY AND COMMUNICATIONS WITH THE MEDIA

2.14.1. 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

2.15 CONTRACTORS ON DEPLOYED OPERATIONS

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

2.15.2 There are no such tasks as defined in 2.15.1 within the Core FEPS-S Service requirement, as detailed in Annex A (FEPS-S Service SoW). Such tasks shall be undertaken as a Post Design Services or Ad hoc Task, as per Clause 8.3.

2.16. CHANGE OF LAW

2.16.1 "Change of Law" means any change coming into force and effect after the Effective Date in any:

a) Legislation;

b) applicable judgement of a relevant court of law which changes binding precedent; or

c) any other Regulations,

in each case provided that compliance with the change is a requirement under Legislation or failure to comply with the change would result in the Contractor being unable to fulfil its obligations under this Contract.

2.16.2 "Foreseeable Change of Law" means any Change of Law coming into force and effect after the Effective Date, where such change has, on or before the Effective Date, been published:

a) in a draft Bill as part of a Government Departmental Consultation Paper;

b) in a Bill;

c) in a draft statutory instrument; and/or

d) as a proposal in Series L of the Official Journal of the European Union,

provided that, if any Subcontractor is entitled to relief from the effect of any Change of Law under any Key Subcontract on terms that are additional to, or broader than, those set out in this Clause 2.16, to the extent that such terms are additional to, or broader than, those set out in this Clause 2.16, the Contractor shall not be entitled to a Relief Event to the extent of and in respect of such additional or broader terms.

2.16.3 Other than in respect of (i) any Foreseeable Change of Law or (ii) any Change in Law which occurs on the United Kingdom leaving the European Union pursuant to a notice served

on 29 March 2017 under Article 50 of the Treaty on the European Union and which relates to import or export tariffs or duties or other levies or taxes on the import or export of any goods, materials or equipment, to the extent that the implementation of the Change of Law has:

a) directly caused the Contractor to be unable to achieve any obligation of the Contractor under this Contract; or

b) had a direct cost impact,

such Change of Law shall be a Relief Event.

2.16.4 Any and all increased costs or expenditure incurred by, or any delay suffered by, the Contractor as a result of compliance with: (i) any Foreseeable Change of Law; or (ii) any Change in Law which occurs on the United Kingdom leaving the European Union pursuant to a notice served on 29 March 2017 under Article 50 of the Treaty on the European Union and which relates to import or export tariffs or duties or other levies or taxes on the import or export of any goods, materials or equipment shall not result in any entitlement to a Relief Event or to a Change.

2.17. CONTINUING OBLIGATIONS

2.17.1 Save as otherwise provided for in this Contract or as already taken into account in the calculation of any payment on termination pursuant to this Contract:

a) termination or expiry of this Contract shall be without prejudice to any accrued rights and obligations prior to termination or expiry; and

b) termination of this Contract shall not affect the continuing rights and obligations of the Parties under:

i. Clauses; 2.1 (Definitions and Interpretation), 2.2 (Contract Duration), 2.10 (Modern Slavery), 5.2 (Confidentiality Clause), 5.3 (Controlled Information), 7.4 (Liquidated Damages), 8.1 (Contract Pricing), 8.2 (Pricing of FEPS-S Service), 9.3 (Gainshare), 9.6 (Step-In Right - Authority), 11 (TUPE Regulations), 14 (Contract Termination), 15 (Warranty), 16 (Limitation of Contractor's Liability), 17 (General Exit Strategy); and

ii. DEFCONS; 522 (Recovery of Sums Due), 529 (Law (English)), 530 (Dispute Resolution (English Law)), 532A (Protection Of Personal Data), 538 (Severability), 609 (Contractor's Records), 632 (Third Party Intellectual Property - Rights and Restrictions), [INFORMATION REDACTED], 703 (Intellectual Property Rights - Vesting In The Authority); and

iii. any other provision of this Contract which is expressed to survive termination or expiry or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

2.18 SPTC INTERFACE

2.18.1 The Contractor shall act in good faith with the provider of the SPTC contract when undertaking their Interface activities at Annex H – Appendix iv to the Contract, and meet their obligations in accordance with IDs 025, 028, 038, 045, 068 and 088 of the FEPS-S Service

SoW at Annex A.

2.19 ENTIRE AGREEMENT

2.19.1 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 Clause 2.19 shall not exclude liability in respect of any fraudulent misrepresentation.

3. CONTRACT ADMINISTRATION

DEFCON 604 (Edn. 06/14) - Progress Reports

DEFCON 609 (Edn. 07/21) - Contractor's Records

DEFCON 625 (Edn. 06/21) - Co-operation on Expiry of Contract

DEFCON 642 (Edn. 07/21) - Progress Meetings

DEFCON 647 (Edn. 05/21) - Financial Management Information

DEFCON 678 (Edn. 09/19) - SME Spend Data Collection

3.1 MEETINGS

3.1.1 The Contractor shall attend all meetings, and provide secretarial support, as required in accordance with the provisions of; the FEPS-S Service SoW at Annex A, the Safety and Environmental Requirements at Annex F, and CDRL at Annex D, including, but not limited to:

a) Contract Launch Meeting.

b) Post-Contract Award Progress and Readiness for Service Review Meeting.

c) Fortnightly Meetings.

d) Monthly Meetings (every 3rd Monthly Meeting will be a Quarterly Meeting).

e) Quarterly Meetings.

f) Risk Review Meetings.

g) Safety & Environmental Panels.

3.1.2 All costs incurred by the Contractor in connection with these meetings and any additional meetings required by the Authority or Contractor in connection with the Contract shall be deemed to be included in the Contract Price.

3.1.3 Meetings shall be held at a physical or virtual location, agreed between the Authority and the Contractor.

3.1.4 The Contractor shall ensure the appropriate SQEP attend meetings.

3.1.5 The Contractor shall be responsible for taking and issuing minutes of all meetings. These shall be forwarded within [INFORMATION REDACTED] Business Days of the meeting in draft form to the Authority's Project Manager for review. The Authority shall have [INFORMATION REDACTED] Business Days to review and provide feedback or request changes to this draft. The Contractor shall issue the final version no later than [INFORMATION REDACTED] Business Days after each meeting, unless agreed by the Authority.

3.2 COMMUNICATION

3.2.1 The Contractor shall respond to email enquiries issued to their Support Manager from the Authority within [INFORMATION REDACTED] Business Days, to confirm receipt. This response shall also include an answer to any enquiry where one is available, or a timescale to provide an answer where further investigation is required. This timescale shall not exceed [INFORMATION REDACTED] Business Days unless previously agreed in writing by the Authority.

3.2.2 Communication performance shall be monitored as part of the Key Performance Indicators at Annex B, which also details the consequence of failing to meet the required performance levels.

3.3 PROGRESS REPORTS

3.3.1 Each year, the Contractor shall submit twelve (12) progress reports to the Authority, following the end of each month.

3.3.2 The 3rd, 6th, 9th and 12th progress reports submitted each year shall be Quarterly Reports, in accordance with CDR 01-06 at Annex D, and be submitted no later than [INFORMATION REDACTED] Business Days after the end of each contractual quarter. The Report will then be used as the basis for discussion at the Quarterly Meeting.

3.3.3 The remaining eight (8) progress reports submitted each year shall be Monthly Reports, in accordance with CDR 01-05 at Annex D and be submitted no later than [INFORMATION REDACTED] Business Days after the end of each calendar month. The Report will then be used as the basis for discussion at the Monthly Meeting.

3.4 STOCK REPORTS

3.4.1 The Contractor shall also produce weekly Stock Check Reports, in accordance with CDR 01-07 at Annex D.

3.5 EQUIPMENT DELIVERY REPORTING

3.5.1 The Contractor shall submit monthly Equipment Delivery data, within the Monthly and Quarterly Reports, as per CDR 01-05 and 01-06 at Annex D respectively.

3.5.2 In addition to this reporting, the Contractor shall advise the Authority within [INFORMATION REDACTED] Business Days of them identifying that the cumulative number of Equipment Deliveries for the year, or the predicted number of Equipment Deliveries for the year, is in excess of the Baseline detailed in Annex G (Equipment Deliveries).

3.6 FINANCIAL REPORTING

3.6.1 The Contractor shall submit monthly financial reports, in adherence with CDR 01-13, to the Authority's Project Manager, no later than [INFORMATION REDACTED] Business Days before the end of each month.

3.6.2 The Contractor shall submit annual reports showing the Small to Medium Enterprises (SME) spend data up to 31 March, in adherence with CDR 01-13, to the Authority's Project Manager, no later than the last Business Day in June the following financial year.

3.7 SAFETY REPORTING

3.7.1 The Contractor shall provide reports in accordance with the requirements at Annex F, in adherence to CDRs 06-02 (Safety and Environmental Plan), 06-03 (Safety and Environmental Case) and 06-04 (Safety and Environmental Legislation Register) at Annex D.

4. SPECIFICATIONS, PLANS, ETC

DEFCON 68 (Edn. 10/22) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON 82 (Edn. 06/21) - Special Procedure For Initial Spares

DEFCON 117 (Edn. 07/21) - Supply of Information for NATO Codification and Defence Inventory Introduction

DEFCON 129 (Edn. 02/22) - Packaging (For Articles other than Munitions)

DEFCON 601 (Edn. 04/14) - Redundant Materiel – This applies solely in relation to DEFCON 611, to the extent that the redundant materiel derives from the property owned by the MOD and issued to the Contractor.

DEFCON 602A (Edn. 04/23) - Quality Assurance (With Deliverable Quality Plan)

DEFCON 606 (Edn. 07/21) - Change and Configuration Control Procedure

DEFCON 624 (Edn.08/22) - Use of Asbestos

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

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

DEFCON 644 (Edn. 07/18) - Marking of Articles

4.1 BUSINESS CONTINUITY MANAGEMENT

4.1.1 The Contractor shall manage Business Continuity Management in accordance with ID 012 of the FEPS-S Service SoW (Annex A).

4.1.2 The Contractor shall develop, review, test, change and maintain a project-specific Business Continuity Management Plan (including disaster recovery elements), in compliance with ‘BS EN ISO 22301’ (or equivalent) and in adherence to CDR 010. Upon request, the Authority shall be granted full access to this document.

4.2 RISK MANAGEMENT

4.2.1 The Contractor shall manage risks and provide reporting in accordance with IDs 010, 011 and 012 of the FEPS-S Service SoW (Annex A) and CDRs 01-10 and 01-11 (Annex D).

4.3 QUALITY ASSURANCE

4.3.1 The Government Quality Assurance Representative (GQAR) shall be the Authority's Quality Assurance Representative named at point 7 in DEFFORM 111, or their nominated representative.

4.3.2 The Quality Assurance conditions applicable to the Contract are**:**

a) **AQAP 2110** - Edition D Version 1 - NATO Quality Assurance Requirements for

Design, Development and Production.

b) **AQAP 2105 -** Edition C Version 1 - NATO Requirements for Deliverable Quality Plans.

c) **DEFCON 602A** (Edition 12/17) - Quality Assurance (With Deliverable Quality Plan)

d) **Def Stan 05-061 Part 1, Issue 7** - Quality Assurance Procedural Requirements - Concessions

e) **Def Stan 05-061 Part 4, Issue 4** - Quality Assurance Procedural Requirements - Contractor Working Parties

f) **Def Stan 05-135, Issue 2** - Avoidance of Counterfeit Materiel

g) **AQAP 2070 Edition 8 Version 4**

h) **Def Stan 05-057, Issue 8** - Configuration Management of Defence Materiel

i) **ISO 9001:2015**, held and maintained within the scope of the Contract requirements.

4.3.3 All Contract Articles shall meet the quality requirements of the FEPS-S Service Statement of Work at Annex A to the Contract.

4.3.4 The Contractor shall maintain the required ISO 9001:2015 scope certification throughout the duration of the Contract. In the event that their certification is reduced in any way, they shall immediately notify the Commercial Officer named in Box 1 of the Appendix to Contract (DEFFORM 111).

4.3.5 The Contractor shall supply a Certificate of Conformity in accordance with DEFCON 627 (Edn. 11/21), for items provided under the Contract.

4.3.6 The Contractor shall provide and maintain a Deliverable Quality Plan in accordance with DEFCON 602A and AQAP 2105 Edition C, Version 1 (see 05-01 at Annex D).

4.3.7 The Authority's Quality Assurance Representative shall conduct an annual audit of the Contractor's adherence to their Quality Plan.

4.4 CHANGE AND CONFIGURATION CONTROL

4.4.1 In addition to the requirements of DEFCON 606 (Edn.07/21), if there is any reason for a change to the contracted build standard of the equipment called for in the Schedule of Requirements, the Contractor shall complete a Change and Configuration Control Form (CCCF) as at Annex T to the Contract, with any proposed change managed as per the Contract Change Control Procedure as at Clause 2.7.

4.4.2 Any requested changes to the build standard shall be managed as a concession (see Clause 4.3.2.d).

4.5 PROCEDURE FOR MAKING DIRECT AGREEMENTS WITH SUBCONTRACTORS

4.5.1 The Contractor shall not place any subcontract or order involving the design or development of equipment required under this Contract without the prior written consent of the Authority.

4.5.2 Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Annex U to the Contract.

Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor.

4.5.3 If, in any case the Contractor is unable to obtain the direct agreement referred to in Clause 4.5.1 above they shall report the matter to Commercial Officer named in the Appendix to Contract (DEFFORM 111) and await further instructions before placing the subcontract or order.

4.6 SUSTAINABLE PROCUREMENT

4.6.1 The Contractor shall take all reasonable steps to procure the observance of the economic, social and environmental legislation defined in the Contract as related to the subject matter or the execution of the Contract by any servants, employees or agents of the Contractor and any Subcontractors engaged in the performance of the Contract.

4.6.2 If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any Subcontractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority's Commercial Officer.

4.6.3 Any convictions during the period of the Contract for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, may be regarded as a material breach of this Contract in accordance with the DEFCON 514.

4.7 SAFETY AND ENVIRONMENT

4.7.1 The Contractor shall ensure that the requirements stipulated in the Safety and Environmental Requirements at Annex F to the Contract are met in full.

4.8 OBSOLESCENCE MANAGEMENT

4.8.1 Obsolescence Definitions;

a) Obsolescence Concern means an identified future Obsolescence Issue.

b) Obsolescence Issue means an item within a project which has been declared obsolescent.

c) Obsolescence Resolution means a resolution type (as defined in the Defence Logistics Framework) which is required to be implemented.

4.8.2 The Contractor shall be responsible for managing obsolescence over the entire period of the contract (including for the avoidance of doubt any extension to the Contract) and, notwithstanding any Obsolescence Issues or problems; the Contractor remains responsible for meeting all performance and other requirements of this contract.

4.8.3 The Contractor shall implement a proactive Obsolescence Management strategy in accordance with IEC 62402:2019 / BS EN 62402:2019 (Obsolescence Management – Application Guide). This strategy shall include as a minimum:

a) the ongoing identification and review of Obsolescence Concerns and Obsolescence Issues over the duration of the Contract;

b) the identification of mitigation action for Obsolescence Concerns over the duration of the Contract;

c) the identification of resolution action for Obsolescence Issues;

d) obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material").

4.8.4 IEC 62402:2019 / BS EN 62402:2019 (Obsolescence Management – Application Guide) shall be used to provide a framework for implementing a proactive Obsolescence Management strategy and the production of an Obsolescence Management Plan.

4.8.5 The Contractor shall deliver and maintain an Obsolescence Management Plan, in adherence with CDR – 03-09 at Annex D, for managing the transition from availability from the original manufacturer to unavailability, of parts and / or material required for the performance of this contract.

4.8.6 The Obsolescence Management Plan (OMP) shall detail all the activities that the Contractor undertakes to identify and mitigate Obsolescence Concerns and to identify and resolve Obsolescence Issues. The activities detailed within the OMP shall cover all the equipment that has been declared within the scope of this contract. The Contractor shall ensure and be able to demonstrate that any mitigation of Obsolescence Concerns, or resolution of Obsolescence Issues, are implemented for the most cost effective through life solution, regardless of contract duration.

4.8.7 For each sub-system, the Contractor shall provide the Authority with a flat file non-indentured list of components within the OMP, with detail of:

a) original manufacturer’s part number;

b) original manufacturer;

c) component or part description.

4.8.8 The Contractor shall ensure all known Obsolescence Issues and forecasted Obsolescence Concerns have been identified and have mitigation plans. Not less than 12 months before Contract end, the Contractor shall transfer this data to the Authority which shall fall within the negotiated contract price. The Contractor shall ensure that the Authority shall have the right to use this data.

4.8.9 The Contractor shall provide the Authority with quarterly Obsolescence Management updates, within the Quarterly Report, as part of the Progress Reporting (Clause 3.3).

4.8.10 The Contractor shall liaise with the Authority to ensure Obsolescence Management plans and mitigation / resolution of Obsolescence Concerns and Obsolescence Issues are appropriately aligned with the any capability upgrades.

4.8.11 The Contractor shall seek approval from the Authority for any configuration changes raised due to obsolescence, in accordance with the Configuration Management process defined in this Contract.

4.8.12 Ad-hoc tasking shall be used, in accordance with Clause 8.3, to conduct further investigations above the core activity to undertake mitigation actions addressing Obsolescence Concerns (as identified under 4.8.3.b), and to resolve Obsolescence Issues (as identified under 4.8.3.c).

4.9 CONTRACTOR'S TEST ACCEPTANCE APPROVAL

4.9.1 The Contractor shall give the Authority at least [INFORMATION REDACTED] calendar days advance notice of all tests and demonstrations of Articles to be provided under Clause 4.8. The Authority shall have the right to observe all tests and demonstrations.

4.9.2 All Contractor's test results, reports, certification and all other relevant documentation shall be made available to the Authority prior to the commencement of any confirmatory inspection, in accordance with CDR 033 at Annex D.

5. INTELLECTUAL PROPERTY RIGHTS

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

DEFCON 703 (Edn. 06/21) - Intellectual Property Rights - Vesting in The Authority

5.1 THIRD PARTY IPR AUTHORISATION

5.1.1 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.

5.2 EMPLOYEE'S ACKNOWLEDGEMENT TO EMPLOYER OF OBLIGATIONS RELATING TO CONFIDENTIALITY

5.2.1 Where specific tasks or work involves the use of third-party information or material, or where a contractor employee, but not the broader Contractor is entitled to receive foreign export-controlled information (e.g., information controlled by US ITAR) when such export-controlled information is being delivered by the Authority, the Contractor shall ensure that any employee of the Contractor who is engaged in performance of the Contract/Task shall sign the confidentiality acknowledgement DEFFORM 702 at Annex J prior to receiving any such information.

5.3 CONTROLLED INFORMATION

5.3.1 This Clause 5.3 applies in addition to and notwithstanding DEFCON 531 or any other confidentiality Clause of the Contract.

5.3.2 For the purposes of this Clause 5.3 "Controlled Information" shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend "Controlled Information", or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.

5.3.3 The Contractor shall:

a) hold the Controlled Information and not to use it other than for the purpose of discharging its obligations under the Contract;

b) not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;

c) not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;

d) protect the Controlled Information diligently against unauthorised access and against loss; and,

e) act diligently to ensure that;

   i. controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract; and

   ii. ensure Employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Clause 5.3.

5.3.4 Where Controlled Information is provided to the Contractor, the contractor shall:

a) compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.

b) maintain this register for the duration of the Contract and for two years following completion of the Contract.

c) make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Clause 5.3; and,

d) at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

5.3.5 This Clause 5.3 shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

a) that the information concerned was or has become published or publicly available for use without 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 it under or in connection with the Contract;

c) that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or

d) from its records, that the information was derived independently of the Controlled Information;

to the extent that copying, use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

6. LOANS

DEFCON 23 (Edn. 06/21) - Special Jigs, Tooling and Test Equipment - The list of DEFCON 23 equipment is set out at Special Jigs, Tooling and Test Equipment, held at Annex V to the Contract.

DEFCON 611 (Edn. 12/22) - Issued Property

DEFCON 694 (Edn. 07/21) - Accounting for Property of the Authority

DEFSTAN 05-099 - "Managing Government Furnished Equipment in Industry" Part No: 1 - "Provides end to end view of MOD requirements for the management of GFE in Industry" Issue No: 1 dated 14/07/2017

6.1 GOVERNMENT FURNISHED ASSETS

6.1.1 The Authority shall be responsible for making available to the Contractor the Government Furnished Assets (GFA) which are clearly defined by description, and quantity, in Annex N to the Contract. Any resulting transportation to Contractor premises shall be the responsibility of the Contractor.

6.1.2 The GFA will be in an agreed material state as detailed on JAMES at the start of the Contract and is to be transitioned in adherence with the Equipment Transition Plan at Annex H – Appendix i.

6.1.3 The Contractor acknowledges and agrees that all GFA shall at all times remain the property of the Authority and that each such item shall be used in the provision of the Services under this Contract and for no other purpose, without the prior written approval of the Authority.

6.1.4 The Contractor shall be responsible for the management of all GFA in accordance with DEFCON 611 and DEFCON 694.

6.1.5 The Authority will provide the Contractor with written notice if any GFA cannot be made available at the agreed time and shall advise the Contractor when the equipment is expected to be made available. Upon the Authority notifying the Contractor of GFA being unavailable, the Contractor shall submit to the Authority an impact statement detailing any time, cost, or performance impacts on the programme. The Authority will work with the Contractor to agree any adjustments as appropriate and consider KPI alleviations in accordance with the Relief Events Clause 9.7.

6.1.6 If it is identified that the Contractor requires any additional GFA or an item of GFA that has not been included in Annex N to the Contract, a written request should be presented to the Authority at least [INFORMATION REDACTED] calendar days prior to the Contractor's requested date of collection, where reasonable endeavours will be used to make available such an item. If the required GFA cannot be made available, the Authority shall notify the Contractor, and the Contractor shall submit to the Authority an impact statement detailing any time, cost, or performance impacts on the programme. The Authority will work with the Contractor to agree any adjustments as appropriate and consider KPI relief, in accordance with the Relief Events Clause 9.7.

6.1.7 The Authority shall have no liability to the Contractor if when the GFA is made available or offered to be made available on the agreed dates the Contractor fails to make use of them. Any additional costs from this failure will be the responsibility of the Contractor. The Authority shall accept no liability for cost increases to the Contract price.

6.1.8 The Contractor shall be responsible for any loss or damage incurred to the items during transportation by the Contractor. In the event of a total loss or any damage to any item occurring during transport arranged by the Contractor, the Contractor shall be liable to replace, or repair said item(s).

6.1.9 At expiry or upon earlier termination of this Contract, the Contractor shall provide to the Authority a list of all GFA holdings under this Contract. The transfer, disposal or return to stores

of all listed items shall be undertaken within the FEPS-S Exit Service, in accordance with Annex X (Exit Management Plan).

6.2 GOVERNMENT FURNISHED INFORMATION

6.2.1 The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

7. DELIVERY

DEFCON 5J (Edn. 18/11/16) - Unique Identifiers

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

DEFCON 129J (Edn. 18/11/16) - The Use of The Electronic Business Delivery Form

DEFCON 507 (Edn. 07/21) - Delivery

DEFCON 514 (Edn. 08/15) - Material Breach

DEFCON 524 (Edn. 12/21) – Rejection

DEFCON 524A (Edn. 12/22) - Counterfeit Material

DEFCON 525 (Edn. 10/98) – Acceptance.

DEFCON 612 (Edn. 06/21) - Loss of or Damage to the Articles

DEFCON 621B (Edn. 10/04) – Transport (if the Contractor is responsible for transport)

7.1 DELIVERY OF ARTICLES

7.1.1 DEFCON 525 shall apply to all Articles delivered under the Contract.

7.1.2 The Contractor shall (and procure that any of its subcontractors shall) comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Supplier Manual (Version 2 – LDOC/CMO/V2.0 dated 28 June 2019) issued by the Authority and published on the Authority's Knowledge in Defence (KiD) system (as amended from time to time) (the “LCST Supplier Manual”) in respect of all Articles which are:

a) supplied by the Contractor or any of its subcontractors under this Contract; and

b) which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No. [LCST/0001]) (“LCS(T) Managed Depots”).

7.2 SELF-TO-SELF DELIVERY

7.2.1 Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to their own premises or to those of a subcontractor (`self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612) remain vested in the

Contractor until such time as the Article is handed over to the Authority.

7.3 FORCE MAJEURE

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

c) acts of nature;

d) war;

e) hostilities;

f) 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.

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

7.3.3 Subject to Clause 7.3.4 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.

7.3.4 The maximum extension of time granted under this Clause 7.3 shall be limited to [INFORMATION REDACTED] Business Days after which time the Authority may, on giving written notice to the Contractor, terminate this Contract with immediate effect.

7.4 LIQUIDATED DAMAGES

7.4.1 It is recognised by the Parties that if the Contractor fails to commence FEPS-S Service (Partial) by the date(s) specified in the delivery schedule at Annex C (Delivery, Completion and Anchor Milestones), the Authority will suffer loss and damage.

7.4.2 Accordingly, for each day's delay (including bank holidays and weekends) beyond the date in sub-clause 7.4.1 above plus [INFORMATION REDACTED] calendar days, the Contractor shall pay the Authority [INFORMATION REDACTED] , up to a maximum of [INFORMATION REDACTED] days at [INFORMATION REDACTED] as Liquidated Damages. The Parties confirm that this sum represents a genuine pre-estimate of the Authority's loss.

7.4.3 The provisions of this Clause are without prejudice to any other rights of the Authority under the Contract, including but not limited to those under DEFCON 514 (Material Breach). Accordingly, in the event that the Authority terminates the Contract, Liquidated Damages shall be payable under Clause 7.4.2 above, until the date of such termination.

7.4.4 Further to 7.4.1, failure to meet the FEPS-S Service (Partial) commencement date may be considered a Persistent Breach, in accordance with Clauses 14.3 to 14.6.

7.4.5 Unless expressly stated by the Authority in writing, the provisions of DEFCON 527 (Waiver) shall apply to the Authority's right to recover Liquidated Damages under this Clause 7.4.

8. PRICING

8.1 CONTRACT PRICING

8.1.1 The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. All prices stated in the Contract and any Annexes are in pounds sterling, exclusive of VAT

8.1.2 The Contract Prices within the Schedule of Requirements (SoR) for Line Items 1, 2, 4a and 5 shall be firm (not subject to variation).

8.1.3 The Contract Prices within the Schedule of Requirements (SoR) for Line Item 3 shall be firm (not subject to variation, other than as at Clause 8.2) for year 1, and Fixed (subject to the provisions of Variation of Price Clause 8.6, and variation as at Clause 8.2) for years 2-5.

8.1.4 For PDS or Ad hoc tasks (Clause 8.3) and Incident Sentencing Process (ISP) repairs (Clause 8.4) - the rates are held at Annex R and are Firm (not subject to variation) or Fixed, as directed in the tables in that Annex. Those rates identified as Fixed are subject to the provisions of Variation of Price Clause 8.6. Note: Item 4b shall be raised as an Ad hoc task.

8.1.5 For Options (Clause 8.5) – the Option prices are set out at Annex Q and are Firm (not subject to variation), or Fixed, as directed in the tables in that Annex. Those prices identified as Fixed in Tables 1a – 1c are subject to the provisions of Variation of Price Clause 8.6, and variation as at Clause 8.2. Those prices identified as Fixed in Table 2 are subject to the provisions of Variation of Price Clause 8.6.

8.1.6 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.

8.2 PRICING FOR FIELD ELECTRICAL POWER SUPPLIES – SUPPORT SERVICE (SOR LINE ITEM 3)

8.2.1 The Contractor's price for Field Electrical Power Supplies – Support (FEPS-S) Service at line item 3 to the Schedule of Requirements (and Tables 1a-1c of Options Annex Q) shall be based on the assumed annual Baseline of [INFORMATION REDACTED] Equipment Deliveries, as at Annex G to Contract.

8.2.2 Annually, at the end of each FEPS-S Service Year, both parties shall review the actual annual number of Equipment Deliveries for that year;

a) If the actual number of Equipment Deliveries is no more than [INFORMATION REDACTED] over or under the Baseline, there shall be no price adjustment for that year.

b) If the actual number of Equipment Deliveries for the year is more than [INFORMATION REDACTED] over the Baseline, then the price for that year shall be increased using the process the detailed in Annex G (Equipment Deliveries).

c) If the actual number of Equipment Deliveries for the year is more than [INFORMATION REDACTED] under the Baseline, then the price for that year shall be decreased using the process the detailed in Annex G (Equipment Deliveries).

8.2.3 Following any Equipment Delivery-related price adjustments made under 8.2.2.b or 8.2.2.c, FEPS-S Service years using Fixed prices shall be further adjusted, in accordance with Clause 8.6.

8.2.4 Payment of any reconciliation amount shall be made at the end of each FEPS-S Service year between the Contractor and the Authority, as detailed at Annex O (FEPS-S Service Price

Reconciliation). Reimbursement of reconciliation amounts owed to the Authority (8.2.2.c) may be offset against future FEPS-S Service payments.

8.2.5 Both Parties shall monitor the actual and future forecast Equipment Deliveries Rates. Should an amendment to the FEPS-S Service be required, a Contract Amendment will be issued in accordance with Clause 2.6, and the changes reflected in the FEPS-S Service going forward.

8.3 POST DESIGN SERVICES (PDS) AND AD HOC TASKING - AUTHORISATION AND PERFORMANCE OF WORK

8.3.1 PDS and Ad hoc tasks may be suggested by the Contractor or Authority.

8.3.2 PDS and Ad hoc tasks shall be authorised, performed and accepted as delivered in accordance with the process at Annex S – PDS and Ad Hoc Tasking and Proforma.

8.3.3 Any individual PDS/Ad hoc task authorised under the Contract may be terminated by the Authority at any time, subject to [INFORMATION REDACTED] Business Days' notice in writing to the Contractor using PDS Proforma 3, labelled as 'Customer Cancellation'. Where appropriate, the Authority may require the Contractor to furnish a report covering work done to the date of termination, with such recommendations as may be possible at that stage. The Authority's liability shall be confined to payment, as if the task had been terminated under DEFCON 656B.

8.4. INCIDENT SENTENCING PROCESS (ISP)

8.4.1 The Incident Sentencing Process (ISP) shall be used to:-

a) Agree liability for any Field Electrical Power Supplies – Support Equipment Incident;

b) Agree the invoice to be submitted by the Contractor for payment at the end of each month in accordance with Clause 9;

c) Seek to resolve any other FEPS-S Service -related disputes to be referred to it under the Contract.

8.4.2 The Terms of Reference of the Incident Sentencing Process (ISP), including repairs, are set out within Annex E to the Contract.

8.5 EXERCISE OF OPTIONS

8.5.1 The options below are subject to the pricing provisions as at Clause 8.1.5.

8.5.2 In addition to the quantities detailed in the Schedule of Requirements, the Contractor hereby grants to the Authority the irrevocable options, as set out and summarised below, to purchase quantities in accordance with the Terms and Conditions set out in this Contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options:

a) Additional FEPS-S Service of Annex Q;

b) Additional FEPS-S Equipment of Annex Q;

c) FEPS-S Exit Service of Annex Q.

8.5.3 The Authority shall have the right to exercise the options any number of times by the specified dates within Annex Q, or within such further period as corresponds to the aggregate of any period(s):

a) of delay in the delivery programme whether constituting any breach of the Contract or resulting from any Force Majeure event within Clause 7.3 of the Contract; or

b) for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

8.5.4 The Authority reserves the right to seek competitive tenders from other suppliers for the option requirement(s) detailed in Annex Q of the Contract within the period specified for the exercise of that option as detailed in Annex Q of the Contract. In such event, the Contractor shall not relinquish any of their obligations to supply the option requirement(s) detailed in Annex Q of the Contract nor shall the Authority waive any of its rights under the said Clause.

8.6 VARIATION OF PRICE

8.6.1 The prices stated as Fixed in the Schedule of Requirements, Annex G (Equipment Deliveries), Annex Q (Options), and Annex C – Appendix i (Payment Plan for SOR Items 1 - 5) are fixed at Year 1 price levels (this aligns to financial quarters Q3 2024 – Q2 2025). The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (O_i/O_0) - P$$

Where:

V represents the variation of price

P represents the FIXED prices, as stated in the SoR, Annexes G, Q, C-App i, and R

O represents the Index "[INFORMATION REDACTED] "

O_0 represents the 12-month average Output Price Index figure for the base period (Q3 2024 to Q2 2025), to four decimal places.

O_i represents the 12-month average Output Price Index figure for the period of delivery (e.g., Q3 2025 to Q2 2026 for Year 2), to four decimal places

8.6.2 The labour rates stated as Fixed in Annex R (PDS, Ad Hoc & ISP Repair Pricing Information) are fixed at Q3 2023 price levels. The rates do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the formula in 8.6.1, using the following definitions for O_0 and O_i:

O_0 represents the Output Price Index figure for the base period (Q3 2023), to four decimal places.

O_i represents the Output Price Index figure for the Q1 immediately preceding the period of delivery, as it will be the most recently published index value (e.g., Q1 2025 index value is used to calculate Year 2 rates,), to four decimal places

8.6.3 The Index referred to in Clause 8.6.1 and 8.6.2 above shall be taken from the following table, published on www.ons.gov.uk:

[INFORMATION REDACTED] ".

8.6.4 Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price Clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the

Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.

8.6.5 In the event that any material changes are made to the indices (e.g., a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.

8.6.6 In the event the agreed index or indices cease to be published (e.g., because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 8.6.5 above) shall then be applied.

8.6.7 Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.

8.6.8 The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.

8.6.9 Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.

8.6.10 Claims under this Clause 8.6 shall be submitted to the Authority, certified to the effect that the requirements of this Clause 8.6 have been met.

8.6.11 An example of application of variation of price can be found at Appendix i to Annex O (Reconciliation Worksheet).

9. PAYMENT TERMS

DEFCON 513 (Edn. 04/22) - Value Added Tax

DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums Due

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

DEFCON 649 (Edn. 12/21) - Vesting

9.1 PAYMENTS FOR TRANSITION, FEPS-S SERVICE SET-UP, INSPECTION and SALVAGE (ITEMS 1, 2, 4a and 5)

9.1.1 The Authority shall, subject to the following provisions of this Clause 9.1, make to the Contractor payment for Items 1, 2, 4a, and 5, in accordance with the applicable payment plan at Annex C – Appendix i to the Contract.

9.1.2 The Contractor shall be entitled to payments, to be claimed in accordance with Clause 9, for each element in the payment plan, provided that:

a) the Contractor has completed all relevant deliverables for which the payment is sought, in accordance with Annex H – Appendix i (Equipment Transition Plan), or Annex A

(FEPS-S Service SoW), as directed in the payment plan and the provisions of this Contract; and

b) all previous elements have been completed, unless the Parties expressly agree otherwise.

9.2 PAYMENT FOR FEPS-S SERVICE (ITEM 3)

9.2.1 Payment for Item 3 of the Schedule of Requirements shall be made monthly in arrears on CP&F, in line with Annex C – Appendix i (Payment Plan for SoR Items 1 - 5).

9.2.2 Payments are subject to Clause 9.5 - Key Performance Indicators (KPIs).

9.3 GAINSHARE

9.3.1 The Authority and the Contractor shall, during the Contract Term, identify all possible areas for Gainshare. Such Gainshare opportunities are to be listed within the Contractor's Quarterly Progress Report and discussed in the Quarterly Meetings.

9.3.2 Any Gainshare identified shall be considered in line with the Framework Agreement at Annex P.

9.3.3 Any Gainshare proposal shall be raised using the Change Proposal form at Annex P – Appendix i and be recorded in the Gainshare Proposal Register within that same Appendix.

9.3.4 All savings achieved as a result of a Gainshare agreement shall be shared in the ratio detailed at 9.3.8, subject to the following:

a) any non-recurring costs incurred by the Contractor during investigation and subsequent implementation of any agreed Gainshare arrangement shall be offset against the agreed savings;

b) any non-recurring costs incurred by the Contractor during investigation of a proposed Gainshare which have been approved by the Authority at part 5a of the Gainshare proposal form, but where it is later decided by the Authority not to proceed with the Gainshare, shall be allowed as a genuine charge to the Contract;

c) any non-recurring costs incurred by the Contractor during investigation of a proposed Gainshare which have been approved by the Authority at part 5a of the Gainshare proposal form, but where it is later decided by mutual agreement not to proceed with the Gainshare, shall be shared in a ratio to be agreed between both parties.

9.3.5 The Contractor shall provide a quotation for non-recurring costs incurred and shall not claim any profit when recovering non-recurring costs under a Gainshare proposal. If the Parties cannot agree the value of such costs, the Parties shall resolve the matter in accordance with the provisions of DEFCON 530 (Dispute Resolution), engaging any additional technical assistance, as required, to resolve the dispute.

9.3.6 The Authority may, at its discretion, request the Contractor to use revenue due to be distributed to the Authority to be offset against future payments.

9.3.7 For any Gainshare proposal agreed between the Parties, the total revenue, values to be distributed to each Party and rebate method shall be listed at Appendix i to Annex P.

9.3.8 Gainshare Arrangements made during the initial FEPS-S Service period (1st September 2024 to 30th June 2029) shall be split on a [INFORMATION REDACTED] ratio, in favour of the Authority.

9.3.9 The Contractor shall not claim any profit when recovering non-recurring costs under a Gainshare proposal.

9.4 ANCHOR MILESTONES

9.4.1 The Contractor acknowledges that the Anchor Milestones relate to activities that are on the project critical path and agrees that they shall reach the Anchor Milestones in order to improve confidence that the intended project delivery shall occur on time. The Parties shall monitor the Anchor Milestones in order to provide the Authority with early warning that the risk in delivering a programme within its approved time, cost and performance envelope is increasing.

9.4.2 The Authority has specified FEPS-S Service (Partial) Commencement and FEPS-S Service (Full) Commencement as the Anchor Milestones, critical to the successful delivery of the Service (see Table 1 – Anchor Milestone).

9.4.3 If the Contractor fails to successfully achieve the Anchor Milestones by the date specified, they shall be liable to pay Liquidated Damages to the Authority, as detailed at Clause 7.4. The Authority may, by notice in writing to the Contractor, terminate the Contract in accordance with DEFCON 514. Alternatively, if the Authority considers it appropriate, and at its sole discretion, it will set a new date for the successful achievement of the Anchor Milestone.

9.4.4 If the Authority sets a new date for the successful achievement of an Anchor Milestone, the Contractor shall submit a Recovery Plan as per Clause 9.4.5, and take all such action as is required to meet the new date for achievement of that Anchor Milestone, as if this were the date originally specified (see Table 1 - Anchor Milestones). If a new date for the Anchor Milestone is not met, the process as detailed at Clause 9.4.3 shall apply.

Recovery Plan

9.4.5 Where the Contractor fails to achieve an Anchor Milestone by the date shown in Table 1 – Anchor Milestones, the Authority shall, acting reasonably and having regard to the defence requirements and timescales to be satisfied by the Articles and Services to be supplied by the Contractor under the Contract, fix a date for the submission by the Contractor of a Recovery Plan, in a level of detail specified by the Authority, for achieving the missed Anchor Milestone as soon as possible after the due date and, where appropriate, for meeting the next and subsequent Anchor Milestones not later than the dates shown in Table 1, or by any later dates fixed by the Authority. If the Contractor's Recovery Plan is acceptable to the Authority, then the dates in Table 1 shall be amended accordingly. For the avoidance of doubt,

a) the Contractor shall not be entitled to any increase in the price of the Articles or Services to be supplied under the Contract for the submission of a Recovery Plan or for performing the Contract in accordance with a Recovery Plan unless the Contractor's failure to meet the Anchor Milestone can be directly attributed to the failure of the Authority to comply with their obligations under the Terms and Conditions of the Contract. In such a case, the Contractor shall be entitled to issue a Contractor Change Notice for those costs increases directly attributable to the Authority's failure to meet their obligations under the Terms and Conditions of the Contract. The Contractor shall at all times be obliged to mitigate such financial

losses.

b) the acceptance by the Authority of a Recovery Plan shall not in any way reduce or extinguish any liability on the Contractor to pay any Liquidated Damages in accordance with the provisions of Clause 7.4, nor shall it in any way reduce or extinguish any liability on the Contractor to pay any damages under general law to the Authority for any failure of the Contractor after achievement of the FEPS-S Service (Partial) or FEPS-S Service (Full) Commencement Dates;

c) the Authority shall not be obliged to allow the Contractor to submit a Recovery Plan when the Contractor has failed to achieve an Anchor Milestone by the date shown in Table 1 as amended as a result of the Authority's acceptance of an earlier Recovery Plan.

9.4.6 If the Recovery Plan is not submitted to the Authority by the date fixed by the Authority or if the Recovery Plan is not acceptable to the Authority or if the Contractor has failed to achieve an Anchor Milestone by the date shown in Table 1 as amended as a result of the Authority's acceptance of an earlier Recovery Plan, then the Authority reserves the right to terminate the Contract in accordance with DEFCON 514.

9.4.7 Where the Authority terminates the Contract under Clause 9.4.6 of the Contract, the Contractor shall not be entitled to any payments for any work which has not been completed in accordance with the payment schemes established under Clause 9 (Payment Terms) of the Contract. In respect of all work which has been completed as at the termination date, any advances against the Contract Price that were paid to the Contractor under Clause 9 (Payment Terms) of the Contract prior to such termination under Clause 9.4.6 of the Contract shall be repaid by the Contractor to the Authority.

9.4.8 No statement or action by any representative of the Authority or other representative of the Ministry of Defence, shall have deemed to have waived the rights of the Authority to terminate the Contract or of any other remedy under the Contract, except where such a waiver is expressly confirmed in writing by the Authority's Commercial Representative shown in Box 1 of the Appendix to the Contract (DEFFORM 111).

	Anchor Milestone	Anchor Milestone Detail	Date
1	FEPS-S Service (Partial) Commencement	Date on which the FEPS-S Service (Partial) shall begin, as per Annex C	1st September 2024
2	FEPS-S Service (Full) Commencement	Date on which the FEPS-S Service (Full) shall begin, as per Annex C	1st December 2024

Table 1 - Anchor Milestones

9.5 SUPPLIER'S PERFORMANCE - KEY PERFORMANCE INDICATORS (KPIs)

9.5.1 All work under the Contract shall be performed to the satisfaction of the Authority, and in compliance with Good Industry Practice.

9.5.2 The Contractor shall be subject to the KPIs at Annex B.

9.5.3 KPI performance for each FEPS-S Service quarter is to be agreed at the relevant Quarterly Meeting.

9.5.4 [INFORMATION REDACTED] of the FEPS-S Service payment (Item 3), as set out in Annex C – Appendix i, is subject to achieving the KPI performance targets set out in Annex B.

9.5.5 Any KPI performance-related payment reductions for the provision of the FEPS-S Service shall be deducted from the next FEPS-S Service payment due after the Quarterly Meeting in which the KPI performance has been agreed.

9.5.6 The Authority may, at its discretion, decide not to apply any payment reduction identified in 9.5.5, and instead request that the Contractor apply this as a Service Credit, against a future Contractual payment.

9.5.7 Each quarter, performance against 4 KPIs (as identified within Annex B) shall be published, as part of the UK Government's transparency commitments.

9.6 STEP-IN RIGHT - AUTHORITY

9.6.1 If the Authority reasonably believes that it needs to take step-in action in connection with the Services:

a) because a serious risk exists to the health or safety of persons or property or to the environment; and/or

b) in the event of a material breach by the Contractor of the Contractor's obligations under this Contract.' referred to in Clause 1 of DEFCON 514; and/or

c) to discharge a statutory duty

then the Authority shall be entitled to take action in accordance with this Clause 9.6.

9.6.2 If any of the matters referred to in 9.6.1 apply and the Authority wishes to take action, the Authority shall serve a notice on the Contractor stating the following:

a) The action it wishes to take (the required action);

b) The reason for such action;

c) The date it wishes to commence such action;

d) The time period which it believes will be necessary for such action;

e) To the extent practicable, the effect on the Contractor and its obligation to perform the Contract during the period such action is being taken.

9.6.3 Following the service of such notice under the provisions of 9.6.2 the Authority shall take such action as notified and the Contractor shall give all reasonable assistance to the Authority while it is taking such action.

9.6.4 If the Contractor is not in breach of its obligations under this Contract and the Authority exercises its right in accordance with this Clause 9.6 then if the action taken prevents the Contractor from providing any part of the Contract:

a) The Contractor shall be relieved from their obligations to provide such part of the Services;

b) In respect of the period in which the Authority is taking the required action and provided that the Contractor provides the Authority with what the Authority deems reasonable assistance, payment shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the action

over that period.

9.6.5 If the Contractor is in breach of its obligations under this Contract and in consequence the Authority exercises its right to take action in accordance with this Clause 9.6, then for so long as the required action is taken, and this prevents the Contractor from performing the Contract, the Contractor shall be relieved from its obligations to provide such part of the services, but shall not be paid for such part of the Services which the Contractor is prevented from performing during such period.

9.6.6 The Authority may at any time during the period of the required action notify the Contractor that the Authority wishes to cease the required action and the date on which it intends to cease the required action.

a) On the date on which the required action ceases the Authority shall be released from all of its obligations and liabilities in relation to the required action and the Contractor shall resume performance of all or part of the Contract that was the subject of the required action.

9.6.7 In this Clause 9.6.1 references to the Authority taking action shall be deemed to include references to the Authority procuring the taking of action by others on behalf of the Authority.

9.7 RELIEF EVENTS

9.7.1 A Relief Event is defined as:

a) act of God, including fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent that it does not constitute a Force Majeure Event);

b) earthquakes, riot and civil commotion;

c) failure by a statutory undertaker, utility company, local authority or other like body to carry out works or provide services;

d) accidental loss or damage to the equipment or any premises of any Sub-contractor;

e) any failure or shortage of power, fuel or transport;

f) any blockade or embargo which does not constitute a Force Majeure Event; and

g) any:

   i. official or unofficial strike;

   ii. lockout;

   iii. go slow;

   iv. other dispute;

generally affecting the defence manufacturing and/or general engineering and/or transport industry or a significant sector of it;

unless and to the extent that any of the events listed in paragraphs (a) – (g) inclusive arises (directly or indirectly) as a result of any wilful act or default of the Contractor or any Subcontractor.

9.7.2 If and to the extent that a Relief Event occurs and is the direct cause of a failure of the Contractor to perform any of its obligations provided in this Contract, then, subject to its

compliance with its respective obligations provided in this Clause 9.7, the Contractor shall be entitled to apply for:

a) relief from Payment Reductions detailed in Annex B (KPIs), in connection with any Performance Failure(s) arising directly from the occurrence of the relevant Relief Event; and

b) relief from the Authority's right to terminate this Contract under Clause 14.1(a), DEFCON 514 or DEFCON 515 for any reason arising directly from the occurrence of the relevant Relief Event.

Procedure for Claims

9.7.3 In order to obtain such relief, the Contractor shall at its own cost and expense:

a) as soon as practicable, and in any event within [INFORMATION REDACTED] Business Days, after the Contractor becomes aware of the occurrence of the relevant Relief Event notify the Authority's Representative to such effect, including full details of the event;

b) if the Authority (acting reasonably) notifies the Contractor that the Authority accepts the Contractor's claim that such event constitutes a Relief Event:

i. within [INFORMATION REDACTED] Business Days after the date of the Authority's receipt of such notice the Contractor shall:

a. notify the Authority's Representative of the relief claimed; and
b. demonstrate to the reasonable satisfaction of the Authority:

1. the need for relief from the operation of Clause 9.5; and

2. that the time lost and/or relief from the obligations under this Contract claimed could not reasonably be expected to be mitigated or recovered by the Contractor and/or any Contractor Related Party acting in accordance with Good Industry Practice, without incurring additional expenditure; and

3. that the Contractor is using reasonable endeavours to perform its obligations under this Contract; and

ii. the Contractor shall notify the Authority's Representative, if at any time the Contractor receives or becomes aware of any further information relating to the occurrence of the relevant Relief Event, giving details of that information to the extent that such information is new or renders information previously submitted inaccurate or misleading.

9.7.4 If the Contractor has complied with its obligations under Clause 9.7.3:

a) the Contactor shall be entitled to such relief for such period from the operation of Clause 9.5 in relation to any Performance Failure(s) arising directly and solely from the relevant Relief Event as is reasonable taking into account the direct adverse impact of the relevant Relief Event(s) (such period being the Relevant Relief Period); and

b) the Authority shall not be entitled to exercise its right to terminate this Contract under Clause 14.2(a), DEFCON 514 or DEFCON 515 for any reason directly arising out of the relevant Relief Event during the Relevant Relief Period.

Late Provision of Notice or Information

9.7.5 If the information required by Clause 9.7.3 is provided after the dates referred to in that Clause, then the Contractor shall not be entitled to any relief during the period for which the information is delayed.

Failure to Agree

9.7.6 If the Parties cannot agree the extent of the relief required, or the Authority disagrees that a Relief Event has occurred within [INFORMATION REDACTED] Business Days after (and including) the date on which the Authority is first notified of the occurrence of the relevant event pursuant to this Clause 9.7, the Parties shall resolve the matter in accordance with the Dispute Resolution Procedure DEFCON 530 engaging any additional technical assistance, as required, to resolve the dispute.

Sole Remedy

9.7.6 This Clause 9.7 and the Contractor's rights and remedies provided in this Clause 9.7 constitute the Contractor's sole financial remedy in relation to the occurrence of a Relief Event.

10. FIELD ELECTRICAL POWER SUPPLIES – SUPPORT (FEPS-S) SERVICE

10.1 The Contractor shall complete all work under Item 3 of the Contract in accordance with the Field Electrical Power Supplies – Support (FEPS-S) Service - Statement of Work at Annex A to the Contract.

11. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT, CONTRACTOR TO CONTRACTOR TRANSFER)

11.1 The Contractor obligations upon entering and exiting the Contract are detailed at Annex W "TUPE – Transfer Regulations".

12. BUSINESS CAPABILITY CONNECTIVITY

12.1 The Contractor shall implement a virtual connection to Joint Supply Log IS via the Stores System 3 Electronic Business Capability (SS3 EBC), or its successor, in accordance with the implementation plans to be provided in accordance with Defence Logistics Framework (formally JSP 886), and meet the contracted responsibilities for availability and supply of items into the Joint Supply Chain, in accordance with Annex A – FEPS-S Service SoW, IDs 070 and 071.

12.2 Implementation and use of an interim manual Swivel Chair solution (as defined in Annex L) will be acceptable, pending the full implementation of the SS3 EBC capability, subject to the interim service being fully compliant with the performance requirements of Annex A – FEPS-S Service SoW, IDs 070 and 071, and that it does not place any additional workload on either the OI PT or the MOD equipment demander.

13. ASSUMPTIONS

13.1 The Contractual assumptions are set out at Annex M to the Contract.

14. CONTRACT TERMINATION (OTHER THAN A FORCE MAJEURE EVENT BASED TERMINATION)

Default

14.1 A Default is defined as;

a) a failure by the Contractor to pay any undisputed sum (which is or determined to be due and payable by the Contractor to the Authority in accordance with the terms of this Contract) within [INFORMATION REDACTED] calendar days after the due date for payment, where such liability remains outstanding for a further period of [INFORMATION REDACTED] calendar days after the Authority has given notice in writing to the Contractor of the amount outstanding;

b) a Persistent Breach occurs, as per Clause 14.4 of the Terms and Conditions;

c) the occurrence of an event or circumstance entitling the Authority to terminate this Contract in accordance with DEFCON 68 (Edn. 09/22) - Supply of Data For Hazardous Articles, Materials And Substances;

d) the occurrence of an event or circumstance entitling the Authority to terminate this Contract in accordance with DEFCON 528 (Edn. 07/21) - Import and Export Licences;

e) the occurrence of an event or circumstance entitling the Authority to terminate this Contract in accordance with DEFCON 566 (Edn. 10/20) - Change of Control of Contractor;

f) for KPIs 1, 2, 3, 5c, 5d, 6a, 6b, 6c, and 6d in Annex B – Key Performance Indicators, where the same KPI continues to be scored as Non-Compliant for [INFORMATION REDACTED] consecutive months and/or where any [INFORMATION REDACTED] or more of those KPIs are scored as Non-Compliant for [INFORMATION REDACTED] consecutive months (ignoring for the purposes of this limb any Performance Failure(s) arising directly from the occurrence of a Relief Event); or

g) the occurrence of an event or circumstance entitling the Authority to terminate this Contract in accordance with DEFCON 658 (Edn. 10/22) – Cyber;

h) any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default.

Fault Based / Insolvency Based Termination

14.2 The Authority shall be entitled to terminate the whole or any part of this Contract by giving notice in writing to the Contractor if any one or more of the following events happens:

a) subject to Clauses 14.8 to 14.10 (Rectification), if the Contractor commits one or more of the Defaults set out in Clause 14.1(a) to 14.1(g) above; and/or

b) the Authority is entitled to terminate pursuant to:

   i. **DEFCON 514** (Edn. 08/15) - Material Breach;

ii. **DEFCON 515** (Edn. 06/21) - Bankruptcy and Insolvency;
iii. **DEFCON 520** (Edn. 08/21) - Corrupt Gifts and Payments of Commission;
iv. [INFORMATION REDACTED]

14.3 If the Authority wishes to terminate the whole or any part of this Contract pursuant to Clause 14.2, it must serve a notice on the Contractor stating:

a) that the Authority is terminating the Contract pursuant to Clause 14.2; and

b) the ground(s) for termination, giving reasonable details; and

c) that the Contract shall (subject to Clauses 14.8 to 14.10 (Rectification)) terminate on the day falling [INFORMATION REDACTED] Business Days after the date the Contractor receives the Termination Notice.

Persistent Breach

14.4 If a particular breach by the Contractor of this Contract has continued for more than [INFORMATION REDACTED] calendar days or occurred more than [INFORMATION REDACTED] times in any [INFORMATION REDACTED] month period, then the Authority's Representative may serve a notice on the Contractor:

a) specifying that it is a formal warning notice; and

b) giving reasonable details of the breach; and

c) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

14.5 If, following service of such a warning notice the breach specified has continued beyond [INFORMATION REDACTED] calendar days or recurred in [INFORMATION REDACTED] more months within the [INFORMATION REDACTED] month period after the date of service, then the Authority's Representative may serve another notice (a Final Warning Notice) on the Contractor's Representative:

a) specifying that it is a Final Warning Notice; and

b) stating that the breach specified has been the subject of a warning notice served within the [INFORMATION REDACTED] month period prior to the date of service of the Final Warning Notice; and

c) stating that, if such breach continues for more than [INFORMATION REDACTED] calendar days or recurs in [INFORMATION REDACTED] or more months within the [INFORMATION REDACTED] month period after the date of service of the Final Warning Notice, this Contract may be terminated.

14.6 A warning notice may not be served in respect of any incident of breach which has previously been counted in the award of a separate warning notice.

14.7 If the breach continues for more than [INFORMATION REDACTED] calendar days or recurs in [INFORMATION REDACTED] or more months within the [INFORMATION REDACTED] month period after the date of service of the Final Warning Notice, it shall constitute a Persistent Breach).

Rectification

14.8 If the Contractor commits a Default (other than a Persistent Breach or a Default identified in limbs (d), (e), (f), or (g) of the definition of that term) and further to the Authority's issue of its

notice in accordance with Clause 14.4 such breach is capable of being rectified or remedied, the Contractor shall, in consultation with the Authority, have the opportunity to set out within [INFORMATION REDACTED] Business Days after the date of the Authority's notice how the Contractor intends to remedy such a breach (such proposal to be reasonably acceptable to the Authority).

14.9 If no such proposal for rectification reasonably acceptable to the Authority is received by the Authority within [INFORMATION REDACTED] Business Days after the date of the Authority's Termination Notice, then the Authority may terminate this Contract in accordance with Clause 14.11.

14.10 If a proposal for rectification reasonably acceptable to the Authority is received by the Authority within [INFORMATION REDACTED] Business Days after the date of the Authority's Termination Notice, the Contractor shall remedy the relevant Default within [INFORMATION REDACTED] calendar days after the date of the Authority's Termination Notice. At the expiry of that period:

a) if the Contractor has failed to rectify, or cause to be rectified, the Default to the satisfaction of the Authority, then the Authority may terminate this Contract in accordance with Clause 14.11; or

b) if the Contractor has rectified, or has caused to be rectified, the Default to the satisfaction of the Authority, then the Authority shall issue a notice to such effect, whereupon the Authority's Termination Notice in respect of the relevant Default alone shall be deemed withdrawn.

Termination Notice

14.11 Following the issue of a Termination Notice pursuant to Clause 14.2 above, this Contract or the relevant part thereof shall (subject to Clauses 14.8 to 14.10 above) terminate [INFORMATION REDACTED] Business Days after (and including) the date of the Termination Notice.

15. WARRANTY

15.1 The Contractor warrants and represents that all services, including for the avoidance of doubts all repairs, parts, replacements and inspections, carried out and/or provided under this Contract shall:

a) conform in all respects with the requirements of this Contract;

b) be free from any defects in design, material and workmanship;

c) be carried out in accordance with Good Industry Practice;

d) comply with all applicable statutory and regulatory requirements;

e) be provided by employees, subcontractors, or agents with the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform the services in a competent and professional manner;

15.2 If any services provided by the Contractor in accordance with this Contract do not comply with Clause 15.1 above, the Authority may, without prejudice to the Authority's other rights and remedies, require the Contractor to:

a) at their election, replace or repair the rejected Article at the Contractor's own risk, within [INFORMATION REDACTED] Business Days of the Authority formally notifying the Contractor in writing (including by email) that an Article does not comply with Clause 15.1; and

b) arrange delivery of the repaired or replacement Article in accordance with this Clause 15 to a UK location of the Authority's choosing; and

c) be responsible for all transportation costs and direct costs incurred in the process of replacing or repairing in accordance with this Clause 15.

15.3 The Contractor shall have [INFORMATION REDACTED] Business Days from the date the Authority first notified it that an Article does not comply with Clause 15.2 to raise a formal dispute in accordance with the warranty claim process shown at Table 2 below.

15.4 The Contractor is obliged to deliver a repaired or replacement Article in accordance with Clause 15.2 even if a formal dispute is raised in accordance with the warranty claim process. In the event that the Contractor's dispute is upheld the Authority shall, within [INFORMATION REDACTED] calendar days of receipt of reasonable supporting documentation, reimburse the Contractor for the transportation costs incurred in connection with the delivery of the repaired or replacement Article provided in accordance with Clause 15.2. The costs payable to the Contractor shall be limited to third party transportation costs only. The Authority shall have no other liability to the Contractor for any additional costs it may incur under this Clause 15.

Warranty Claim Process			
Stage	**Responsible Party**	**Activity**	**Response Period**
1	Authority	Authority informed of defect.	Contractor informed by email from the Authority's agreed representative as per DEFFORM 111 to Contract that an Article does not comply with Clause 15.2. Where appropriate, a defect report and photographic evidence may be provided.
2	Contractor	Acknowledge Warranty claim verbally and by email/ inwriting.	The Contractor has [INFORMATION REDACTED] to acknowledge receipt of the Authority's Warranty Claim.
3	Contractor	Deliver repaired or replacement Article to a UK location of the Authority's choosing.	Within [INFORMATION REDACTED] Business Days of Stage 1.
4	Contractor	Issue formal dispute to the Authority's agreed representative at DEFFORM 111 (if applicable).	Within [INFORMATION REDACTED] Business Days of Stage 1.
5	Authority	Acknowledge Contractor's dispute by phone and email.	The Authority has [INFORMATION REDACTED] to acknowledge receipt of the Contractor's formal dispute.
6	Authority	Resolution/arbitration meeting in accordance with DEFCON 530.	As set out in DEFCON 530.

Table 2 – Warranty Claims Process

15.5. In the event the Contractor raises a formal dispute with the Authority in accordance with

the warranty claim process set out in Clause 15.3 and Table 1 above, there will be an investigation by the Authority's representatives and, where applicable, the Contractor with representatives from the Authority and the Contractor being present. The Authority shall facilitate any such meeting in good faith to resolve any warranty dispute raised by the Contractor in accordance with this Clause through negotiations between the respective representatives of the Parties having authority to settle the matter. In the event a resolution cannot be achieved through negotiation between the Parties the dispute resolution procedure set out in DEFCON 530 - Dispute Resolution shall apply.

15.6. The terms of this agreement, including this Clause 15, shall apply to any repaired or replaced Article supplied by the Contractor.

15.7. The Authority's rights and remedies under this Clause 15 are in addition to any rights and remedies available to it under statute, at common law or otherwise in accordance with this agreement, including but not limited to those under DEFCON 514 (Material Breach).

16. LIMITATION OF CONTRACTOR'S LIABILITY

Unlimited liabilities

16.1 Neither Party limits its liability for:

a) death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors (as applicable);

b) fraud or fraudulent misrepresentation by it or its employees;

c) 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

d) any liability to the extent it cannot be limited or excluded by law.

16.2 The financial caps on liability set out in Clauses 16.3 and 16.4 below shall not apply to the following:

a) for any indemnity given by the Contractor to the Authority under this Contact, including but not limited to:

   i. the Contractor's indemnity in relation to DEFCON 656B;

   ii. the Contractor's indemnity in relation to DEFCON 632 (Third Party IP - Rights and Restrictions);

   iii. the Contractor's indemnity in relation to TUPE at Clause 11;

b) for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

   i. the Authority's indemnity in relation to DEFCON 656B;

   ii. the Authority's indemnity in relation to DEFCON 632 (Third Party IP - Rights and Restrictions);

   iii. the Authority's indemnity in relation to TUPE at Clause 11;

c) breach by the Contractor of DEFCON 532A and Data Protection Legislation;

d) to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other

Party in defending any proceedings which result in such fine or penalty;

e) for any claims under the warranty set out at Clause 15 of this Contract;

f) any breach by the Contractor of the Authority's statutory and common law rights; and

g) For the avoidance of doubt any payments due from the Authority to the Contractor in accordance with 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 16.3 and/or Clause 16.4 below.

Financial limits

16.3 Subject to Clauses 16.1 and 16.2 and to the maximum extent permitted by Law:

a) 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:

i. in respect of DEFCON 76: [INFORMATION REDACTED] in aggregate;
ii. in respect of DEFCON 514: [INFORMATION REDACTED] in aggregate;
iii. in respect of DEFCON 611: [INFORMATION REDACTED] in aggregate; and
iv. in respect of DEFCON 612: [INFORMATION REDACTED] in aggregate;

b) without limiting Clause 16.3.a and subject always to Clauses 16.1, 16.2 and 16.3.c, 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 Clause 9.5 – Supplier Performance – KPIs), whether in contract, in tort (including negligence), under statute or otherwise under or in connection with this Contract shall be [INFORMATION REDACTED] in aggregate.

c) 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 16.3.a and 16.3.b 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 16.3.a and 16.3.b of this Contract.

16.4 Subject to Clauses 16.1, 16.2 and 16.5, 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.

16.5 Clause 16.4 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

16.6 Subject to Clauses 16.1, 16.2 and 16.7, 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:

a) indirect loss or damage;

b) special loss or damage;

c) consequential loss or damage;

d) loss of profits (whether direct or indirect);

e) loss of turnover (whether direct or indirect);

f) loss of business opportunities (whether direct or indirect); or

g) 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.

16.7 The provisions of Clause 16.6 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:

a) any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

   i. to any third party;
   ii. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
   iii. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

b) any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

c) 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);

d) 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;

e) damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 and 611;

f) 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;

g) 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);

h) 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

i) 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.

Invalidity

16.8 If any limitation or provision contained or expressly referred to in this Clause 16 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 16.

Third party claims or losses

16.9 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCON 632 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:

a) 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

b) 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.

No double recovery

16.10 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.

17. GENERAL EXIT STRATEGY

17.1 The Contractor shall be responsible for provision of the FEPS-S Exit Activities as set out in the Exit Management Plan (EMP) at Annex X to the Contract.

Exit Notice

17.2 The Authority shall endeavour to give the Contractor [INFORMATION REDACTED] calendar days' notice that it wishes the Contractor to commence provision of the FEPS-S Exit Service (an Exit Notice).

17.3 The Exit Notice shall specify:

a) the basis on which the Authority wishes to exit the Contract; and

b) the period during which the Contractor shall undertake the activities set out in the Exit Management Plan (the Exit Period).

Exit Period

17.4 During the Exit Period the Contractor shall:

a) Unless otherwise directed by the Authority, continue to perform the FEPS-S Service up to the end of the relevant Contract year and comply with its obligations under the Contract;

b) Undertake the activities within the Exit Management Plan at Annex X. This includes

completion of delivery of GFA back to the Authority in accordance with the Authority's instruction, and in any event no later than [INFORMATION REDACTED] months after the end of the FEPS-S Service.

Exit Management

17.5 The Contractor shall provide their revised Exit Management Plan, at Annex X within [INFORMATION REDACTED] calendar months of the Effective Date of the Contract, in accordance with CDR 01-15. This document shall contain the details of the activities to be undertaken during the Exit Period.

17.6 The activities described in the Exit Management Plan (EMP) will be overseen by the Contractor's Authority's representative and the Authority's Project Manager.

17.7 The EMP shall be jointly reviewed quarterly by the Authority and Contractor, and updated as necessary by the Contractor, at not less than annual intervals.

17.8 For the avoidance of doubt, the Contractor shall not recover any exit-related Charges under this Clause 17 where such Charges have already been recovered elsewhere under this Contract.

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [INFORMATION REDACTED]
Address: Fires, Infrastructure and Manoeuvre Support (FIMS) - Utilities,
MOD Abbey Wood,
#4140, Elm 1c, Bristol, BS34 8JH
Email: [INFORMATION REDACTED]

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

Name: [INFORMATION REDACTED]
Address: Fires, Infrastructure and Manoeuvre Support (FIMS) - Utilities,
MOD Abbey Wood,
#4140, Elm 1c, Bristol, BS34 8JH
Email: [INFORMATION REDACTED]

3. Packaging Design Authority Organisation & point of contact:
(Where no address is shown please contact the Project Team in Section 2)

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:
☎☎
(b) U.I.N.

5. Drawings/Specifications are available from the Project Team in Section 2

6. Intentionally Blank

7. Quality Assurance Representative:

Name: [INFORMATION REDACTED]
Address: Fires, Infrastructure and Manoeuvre Support (FIMS) - Utilities,
MOD Abbey Wood,
#4140, Elm 1c, Bristol, BS34 8JH
Email: [INFORMATION REDACTED]

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

8. Public Accounting Authority

A. Returns under DEFCON 694 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

B. 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 in accordance with the instructions of the Utilities Project Manager.

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, 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 "Knowledge in Defence (KiD)": https://www.kid.mod.uk/.

Guidance is available at https://www.gov.uk/guidance/knowledge-in-defence-kid

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