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**Standardised Contracting Terms (SC1A)****1 Definitions - In the Contract:**

**Article** means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**Assets Subject to Special Controls (ASSC)** means a Contractor Deliverable which is: (1) subject to the United States International Traffic In Arms Regulations (ITAR); (2) subject to the 600 series of the United States Export Administration Regulations (EAR); or (3) classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

**ASSC Indicator** means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);

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

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

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

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

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

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

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

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

**Mixture** means a mixture or solution composed of two or more substances;

**Notices** means all notices, orders, or other forms of communication required to be given in

writing under or in connection with the Contract;

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

**PPT** means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time-to-time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

**Quality Assurance Requirements** means those requirements specified in the purchase order; and

**Unique Item Identifier (UII)** means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: (1) NATO Stock Number (NSN); (2) NATO Commercial and Government Entity (NCAGE) code; (3) ASSC Indicator, where applicable; (4) serial number; and (5) part number.

## 2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

(1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

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

### **4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

### **5 Transparency**

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
  - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
  - (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
  - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

### **6 Notices**

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English language;
  - (2) authenticated by signature or such other method as may be agreed between the

Parties;

- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

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

## **7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

### **Notification of Intellectual Property Rights (IPR) Restrictions**

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):
  - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
  - (2) DEFCON 90 - including copyright material supplied under Clause 5.
  - (3) DEFCON 91 - limitations of Deliverable Software under Clause 3b.
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.

- f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

## **8 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. Unless otherwise specified in this Contract, any matter related to import and export licences will be managed under DEFCON 528 (SC1).

## **9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables**

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
  - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
  - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply.
- c. For substances, Mixtures or Articles that meet the criteria list in Clause 9.b above:
  - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
  - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or

embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

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

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Clause 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Clause 18.

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

## **10 Delivery / Collection**

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

## **11 Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in the purchase order.
- b. Each ASSC shall be marked with a ULL, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05-132.
- c. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a ULL, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.
- d. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.
- e. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:



- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

### **13 Plastic Packaging Tax**

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
  - (1) confirmation of the tax status of any Plastic Packaging Component;
  - (2) documents to confirm that PPT has been properly accounted for;
  - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
  - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

### **14 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if

any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

## **15 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with Clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with Clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 15c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **16 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt, it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **17 Termination for Corrupt Gifts**

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **18 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **19 Insolvency**

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

## **20 Limitation of Contractor's Liability**

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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

(1) for:

(a) any liquidated damages (to the extent expressly provided for under this Contract);

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

(c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

(d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

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

(3) for death or personal injury caused by the Contractor's negligence or the negligence of

- any of its personnel, agents, consultants or sub-contractors;
  - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**21 The Mandatory DEFCON SC variants that apply to this Contract are:**

DEFCON 503 (SC1) – Formal Amendments to Contract

DEFCON 528 (SC1) – Import and Export Licenses

DEFCON 531 (SC1) – Disclosure of Information

**22 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

DEFCON 014 (Edn. 11/22) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 016 Edition 06/21 - Repair and Maintenance Information

DEFCON 021 (10/04) Edition 06/21 - Retention of Records

DEFCON 076 (SC1) (Edn. 11/22) - Contractor's Personnel At Government Establishments

DEFCON 090 Edition 06/21 - Copyright

DEFCON 113 (Edn 02/17) - Diversion Orders

DEFCON 117 (SC1) (Edn. 09/24) - Supply Of Documentation For NATO Codification Purposes

DEFCON 129J (SC1) (Edn. 11/16) - The use of Electronic Business Delivery Form

DEFCON 524A (SC1) (Edn. 12/22) – Counterfeit Materiel

DEFCON 532A (SC1) (Edn. 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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

DEFCON 538 (Edn 06/02) - Severability

DEFCON 540 (SC1) (Edn 05/23) – Conflicts of Interest

DEFCON 566 (Edn 04/24) - Change of Control of Contractor

DEFCON 609 (SC1) (Edn. 07/21) - Contractor's Records

DEFCON 624 (SC1) (Edn. 08/22) - Use Of Asbestos

DEFCON 627 (SC1) (Edn 04/24) - Quality Assurance - Requirement for a Certificate of Conformity

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

**23 The special conditions that apply to this Contract are:**

**Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
  - a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
  - b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
    - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
    - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

**Quality Assurance Conditions**

AQAP 2131 - NATO Quality Requirements for Final Inspection

Def Stan 05-057 Issue 8 - Configuration Management of Defence Materiel

Def Stan 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions

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

Def Stan 05-135, Issue 2 – Avoidance of Counterfeit Materiel

**24 The processes that apply to this Contract are:**

**Call-out Procedure**

The PPU's shall be based at HMNB Portsmouth, and all call-outs shall be to this location.

The ad-hoc call-out charge shall include any applicable travel & subsistence cost for attendance at HMNB Portsmouth. In the event of an overnight stay, reasonable travel and subsistence costs must be supported by receipts.

In the first instance, call out requests shall be made by the Authorised Demanders during working hours to obtain remote assistance. If this does not solve the problem, the Contractor shall physically come on site to inspect and repair the equipment. Following the completion of the repairs or assistance provided, the Contractor shall submit a price for the call-out including full breakdown including the ad-hoc call-out charge, labour hours, and any material costs which must be supported by receipts. The Authority shall review the submitted costs, and if content, shall raise a Purchase Order in CP&F. The Contractor shall raise an invoice to enable payment.



**Purchase Order****PURCHASE ORDER****SC1A PO  
(Edn10/24)****Contract No: 713699451****Contract Name: Support contract for portable pilot units****Dated: 18/02/2025**

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

<b>Contractor</b>	<b>Quality Assurance Requirement (Clause 8)</b>
Name: Inshore Systems  Registered Address: Lime Tree New Passage Road Bristol BS35 4NG	ISO 9001:2015 or equivalent  Certificate of Conformity required for the Schedule of Requirements, line item 1.  Other standards stated at "Quality Assurance Conditions"

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
Name:  Address:	Select method of transport of Deliverables  To be Delivered by the Contractor (Yes) [Special Instructions]  To be Collected by the Authority (No) [Special Instructions]  Each consignment of the Deliverables shall be accompanied by a delivery note

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:
Subject: Not Applicable	Subject: Not Applicable
Frequency:	Frequency:
Location:	Method of Delivery:
	Delivery Address:

Payment (Clause 15)
<b>Payment is to be enabled by CP&amp;F.</b>

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p><a href="https://www.kid.mod.uk/maincontent/business/commercial/index.htm">https://www.kid.mod.uk/maincontent/business/commercial/index.htm</a> (Registration is required).</p> <p><a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p> <p><a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>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)</p> <p>Applications via email: <a href="mailto:Leidos-FormsPublications@teamleidos.mod.uk">Leidos-FormsPublications@teamleidos.mod.uk</a></p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>b. <a href="mailto:DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk">DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team</p>

If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.

**Contractor's Sensitive Information (Clause 5). Not to be published.**

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Description of Contractor's Sensitive Information:

**NONE**

Cross reference to location of Sensitive Information:

**NOT APPLICABLE**

Explanation of Sensitivity:

**NOT APPLICABLE**

Details of potential harm resulting from disclosure:

**NOT APPLICABLE**

Period of Confidence (if Applicable):

**NOT APPLICABLE**

Contact Details for Transparency / Freedom of Information matters:

Name: **Redacted under FOIA, Section 40 Personal Information**

Position: **Redacted under FOIA, Section 40 Personal Information**

Address: Inshore Systems Ltd, Lime Tree, New Passage, Bristol BS35 4NG

Telephone Number: **Redacted under FOIA, Section 40 Personal Information**

E-mail Address: **Redacted under FOIA, Section 40 Personal Information**

**Offer and Acceptance**

A) The Purchase Order constitutes an offer by the Authority.

Name: **Redacted under FOIA, Section 40 Personal Information**

The Purchase Order constitutes acceptance by the Contractor to supply the Deliverables. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).

<p>Position: Redacted under FOIA, Section 40 Personal Information</p> <p>Authorised Signatory Redacted under FOIA, Section 40 Personal Information</p> <p>Date: 12/05/2025</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>Position: For and on behalf of the Contractor</p> <p>Authorised Signatory .....</p> <p>Date:</p>
<p><b>C) Effective Date of Contract: 13 May 2025</b></p>	

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF SUPPORT OF THE PORTABLE PILOT UNITS**

Item Number	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
							Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	1.a	Delivery of the XR2 Sensors			Late June 2025 or at the latest, within 12 weeks of Purchase Order signature	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests
2	1.b 2.a 2.b	Ongoing Support and Maintenance of the Portable Pilot Units until 31/03/2029 in accordance with the Statement of Requirements at Schedule 3			Up to 31/03/2029	Per Table 7 rates breakdown, invoiced annually in advance	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests
3		Call-out Service until 31/03/2029 in accordance with the Statement of Requirements at Schedule 3 and Clause 24 of the Terms and			TBA (on demand)	Varies Invoices in arrears after supply or as agreed case by case	Redacted under FOIA, Section 43 Commercial Interests	To be priced in accordance with procedure at Clause 24 and agreed Call-out Charge and Hourly Rates

		Conditions						entered in Schedule 4.
							<b>Total Firm Price</b>	As detailed in Schedule 4 – Pricing Table

Item Number	Consignee Address (XY code only)
1-3 inclusive	HM Naval Base, Portsmouth, Hands, GB, PO1 3LU

**Schedule 1 - Additional Definitions of Contract**

Not Used

**Schedule 2 – Statement Relating to Good Standing (PCR 2015)**

**The Statement Relating To Good Standing**

**Contract Title:** Support Contract for PPU's

**Contract Number:** 713699451

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

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- c. common law offence of bribery;
- d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- e. any offence listed:
  - (1) in section 41 of the Counter Terrorism Act 2008; or
  - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- f. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
- g. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- h. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- i. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- j. an offence under section 59A of the Sexual Offences Act 2003;
- k. an offence under section 71 of the Coroners and Justice Act 2009;
- l. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- m. an offence under section 2 or 4 of the Modern Slavery Act 2015;
- n. any other offence within the meaning of Article 57(1)(a), (b), (d), (e), or (f) of Public Contracts Directive –
  - (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
  - (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;



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

2. Inshore Systems Ltd further confirms to the best of our knowledge and belief that within the last 3 years they:

- a. have fulfilled their obligations relating to the payment of taxes and social security contributions of the country in which they are established or with those of any jurisdictions of the United Kingdom;
- b. are not bankrupt or are not the subject of insolvency or winding-up proceedings, where their assets are being administered by a liquidator or by the court, where they are in an agreement with creditors, where their business activities are suspended or they are in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- c. have not committed an act of grave professional misconduct, which renders their integrity questionable;
- d. have not entered into agreements with other suppliers aimed at distorting competition;
- e. are not subject to a conflict of interest within the meaning of regulation 24;
- f. have not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. have not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. are not guilty of serious misrepresentation in providing any information required by this statement;
- i. have not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, are licensed in the relevant State in which they are established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. have fulfilled their obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in [PPN 03/24](#) Annex D).

3. Inshore Systems Ltd also confirms that to the best of their knowledge and belief they are capable of providing a carbon reduction plan to the specification (as listed in PPN 06/21 and associated guidance documents) or are capable of providing acceptable justification for such

plan to have incomplete emissions data or have a reporting period outside a 12 month period from the date of the procurement.<sup>1</sup>

4. Inshore Systems Ltd confirms they hold a Quality Management System certification to BS EN ISO 9001:2015 or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body<sup>2</sup>.

5. Inshore Systems Ltd confirms they, or any part(s) of their intended supply chain is / are not linked to entities who are constituted or organised under the law of Russia or Belarus or under the control (full or partial) of a Russian / Belarusian person or entity<sup>3 4</sup>.

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<sup>1</sup> Optional statement for inclusion where PPN 06/21: Carbon reduction measures in the procurement of major government procurements applies to your procurement. delete where not applicable

<sup>2</sup> Candidate Note: Where the candidate proposes to deliver the requirement in whole or in part by reliance on the capacities of other entities, whether as part of a formal consortium or otherwise, the candidate must ensure that each entity can provide certification, from the right issuing body, of compliance with the required QMS standard in respect of the scope of the work that the candidate proposes that entity will fulfil.

<sup>3</sup> Where your procurement is in support to the Government of Ukraine statement 5 may be removed.

<sup>4</sup> Candidate Note: this does not include companies:

- a) registered in the UK or in a country with which the UK has a relevant international agreement which affords reciprocal rights of access in the relevant field of public procurement; and / or
- b) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement which affords reciprocal rights of access in the relevant field of public procurement.

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

<b>Organisation's name</b>	
<b>Signed</b> <b>(By Director of the Organisation or equivalent)</b>	
<b>Name</b>	
<b>Position</b>	
<b>Date</b>	

## **Schedule 3- Statement of Requirements – PPU Support Contract**

### **1. General**

- a. A support contract for the provision of hardware and software maintenance and support for a Ministry of Defence owned Portable Pilotage System at HMNB Portsmouth. Moreover, the Contractor shall provide two XR2 RTK NTRIP sensors to replace the current Harbour Pilot 4 sensors that form components of the two Portable Pilot Units (PPUs) that will be utilised for this contract.
- b. The Contractor shall provide maintenance and support to the following hardware and software components of the system in addition to the two XR2 RTK NTRIP sensors mentioned above:
  - Two Panasonic Toughbook CF-20 laptops;
  - Two QASTOR software licences;
  - UKHO S63 & S57 charts of the Dockyard Port area
  - Two x RTK NTRIP services (in lieu of physical RTK base station).
  - Items detailed at Paragraph 2b

### **2. Scope**

- a. Hardware and software maintenance and support of the Portable Pilotage System, to include, but not limited to, minor and major software updates and an annual site visit to service all equipment at Paragraph 1a:
  - i. Maintain operational spares:
    1. One spare laptop battery for Panasonic CF-20 Laptop, to include replacement battery every 3 years.
    2. One spare laptop stylus (excluding tether) for Panasonic CF-20 Laptop.
  - ii. Update monthly the anti-virus protection in two Panasonic CF-20 Laptops.
  - iii. Update twice per annum the QASTOR renewal licenses for two Panasonic CF-20 Laptops.
  - iv. Update monthly the UKHO chart licences and permits for Dockyard port area (best scale)
  - v. Annual inspection and when required, battery and seal replacements.
  - vi. Priority and unlimited online and telephone support for all software and hardware issues.
- b. Maintain provision of:
  - i. 4G router and data SIM card (capped to 6GB of data per month) to provide remote access and support (for routine and ad-hoc remote support and chart/software updates).

### **3. Call-Outs**

- a. Additional (to Paragraph 2) on-site support and repair/replacement of all faulty equipment as requested by the Authority. In the first instance, call out requests shall be made by the Authorised Demanders during working hours to obtain remote assistance. If this does not solve the problem, the Contractor shall physically come on site to inspect and repair the equipment. For the avoidance of doubt, the working hours are 0800 – 1600 Monday to Friday, unless otherwise agreed with the Authorised Demander.
- b. The response time for the breakdown and repair call-outs will be within 2 working days from receipt of call-out.

### **4. Miscellaneous information**

a. Authorised Demanders:

- (i) Navy NBCP-Ops-KHM CAPPOM
- (iii) Navy NBCP-Ops-KHM Admir Pilot 07
- (iii) Navy NBCP-Ops-KHM

b. Location:

Semaphore Tower  
HM Naval Base PORTSMOUTH  
PO1 3LT

Schedule 4 – Pricing Table

Support of PPU's Contract Pricing Table for Years 1-4														
Statement of Requirements – Reference Number	Description	QTY Year 1 (until 31/03/2026)	Unit Price Year 1 (until 31/03/2026) £ Ex Vat	Total Price Year 1 (until 31/03/2026) £ Ex Vat	QTY Year 2 (until 31/03/2027)	Unit Price Year 2 (until 31/03/2027) £ Ex Vat	Total Price Year 2 (until 31/03/2027) £ Ex Vat	QTY Year 3 (until 31/03/2028)	Unit Price Year 3 (until 31/03/2028) £ Ex Vat	Total Price Year 3 (until 31/03/2028) £ Ex Vat	QTY Year 4 (until 31/03/2029)	Unit Price Year 4 (until 31/03/2029) £ Ex Vat	Total Price Year 4 (until 31/03/2029) £ Ex Vat	Grand Total (until 31/03/2029) £ Ex Vat
1.a	Delivery of XR2 RTK NTRIP sensor, inclusive of delivery price	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests
Provide maintenance and support for:														
1.b	Quantity 2 Panasonic Toughbook CF-20 laptops to include Laptop Configuration, Transfer data, Testing	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests
1.b	QASTOR software licenses to 31/03/2029	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests
1.b	UKHO S63 & S57 charts of the Dockyard Port area (12 Months)	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests	Redacted under FOIA, Section 43 Commercial Interests

[illegible]

[illegible]





## Schedule 5 - DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

1. <u>ITT / Contract Number</u>		713699451		
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s) Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

NONE

## Schedule 6

**MINISTRY OF DEFENCE**  
**DEFFORM 315 - CONTRACT DATA REQUIREMENT**

<b>1. ITT/Contract Number</b>	<b>2. CDR Number</b>	<b>3. Data Category</b>	<b>4. Contract Delivery Date</b>
713699451-2	001	Operation, Maintenance, Repair, and Replacement Information	To be delivered with the XR2 sensors.
<b>5. Equipment/Subsystem Description</b>		<b>6. General Description of Data Deliverable</b>	
All Contract Articles XR2 sensors		<p><b>Technical Information Data Pack (Integrated Logistics and Support (ILS))</b> containing the information specified under the Technical Information definition within DEF-STAN 00-600 including (but not limited to):</p> <ul style="list-style-type: none"> <li>• Operating Instructions;</li> <li>• Inspection Procedures;</li> <li>• Level 1, 2, 3, and 4 Repair and Maintenance Procedures;</li> <li>• Fault and Repair Records and Log Cards;</li> <li>• Part Numbers, NATO Stock Numbers (NSNs) and CAGE codes; and</li> <li>• Repair and Maintenance turn-around time records.</li> </ul> <p>The Technical Information Data Pack shall be of sufficient detail and quality to enable the Authority to (either by itself or, or by a third party on its behalf) safely: integrate, operate, diagnose, maintain, repair, support and dispose of a Platform, System, or Equipment (PSE) throughout its life.</p>	
<b>7. Purpose for which data is required</b>		<b>8. Intellectual Property Rights</b>	
The Data Deliverable may be used for the purposes included in DEFCON 16 clauses 4a, 4b, 4c, 4d, and 4e		<p><b>a. Applicable DEFCONs</b></p> <p>DEFCON 16 Edn 06/21</p> <p>DEFCON 21 Edn 06/21</p>	

	<b>b. Special IP Conditions</b>  None
<b>9. Update/Further Submission Requirements</b>	
Updates to be delivered within thirty (30) working days of an agreed amendment unless otherwise agreed in the Contract.	
<b>10. Medium of Delivery</b>	<b>11. Number of Copies</b>
Electronic (format .docx)	1

**Deliverables****Deliverables Note**

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

**All Negotiation Deliverables****Buyer Contractual Deliverables**

Name	Description	Due	Responsible Party
Termination Condition 17	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third-party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization

**Supplier Contractual Deliverables**

Name	Description	Due	Responsible Party
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.		Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Articles	Articles to be marked in accordance with the		Supplier Organization

Condition 11	contract.		
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization
Contract Planning and Administration - Arrange In House Contract Initiation Meeting (reminder)	To call an initial Internal only meeting to ensure that all key MOD players understand the contract, e.g. they know: the contract scope and operation; their role & authority in the contract; the specific obligations they are responsible for; high-risk areas; performance evaluation; and what to do in response to events/problems that may arise and if changes are needed.		Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract		Supplier Organization
Obligation DEFCON 91 (Edn 06/21) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation DEFCON 117 (Edn 07/21) Clause - 3a - Technical Data to Codification Authority or representative	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.		Supplier Organization
Obligation DEFCON 21 (Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization

## Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: Redacted under FOIA, Section 40 Personal Information

Address: Redacted under FOIA, Section 40 Personal Information

Email: Redacted under FOIA, Section 40 Personal Information

(

**8. Public Accounting Authority**

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

( 44 (0) 161 233 5397

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

( 44 (0) 161 233 5394

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

Name: Redacted under FOIA, Section 40 Personal Information

Address: Redacted under FOIA, Section 40 Personal Information

Email: Redacted under FOIA, Section 40 Personal Information

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**9. Consignment Instructions**

The items are to be consigned as follows:

**3. Packaging Design Authority**

Organisation & point of contact:

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

**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

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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

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

**Branch/Name:**

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**(b) U.I.N.**

**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](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

**5. Drawings/Specifications are available from**

**11. The Invoice Paying Authority**

Ministry of Defence ( 0151-242-2000

DBS Finance

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

Liverpool, L2 3YL

**Website is:**

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

**6. Intentionally Blank**

**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](mailto:Leidos-FormsPublications@teamleidos.mod.uk)



**7. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

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

**\* NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:  
<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>
2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.