

Contract No DSTL/AGR/000616/01

Analysis Support Construct

Between

BAE Systems (Operations) Limited trading as CORDA

and

Defence Science and Technology Laboratory (Dstl)

SCHEDULE OF REQUIREMENTS

Dstl is part of the Ministry of Defence

CONTRACTOR: BAE Systems (Operations) Limited trading as CORDA Chester House Farnborough Aerospace Centre Farnborough Hampshire GU14 6YU	SCHEDULE OF REQUIREMENTS FOR Analysis Support Construct	CONTRACT NO: DSTLX/AGR/000616/01
Issued on: 13 July 2015		

Table I – Schedule Of Requirements			
ITEM No.	Description	QTY	£ (VAT EX)
1	<p>Provision of Construct Prime activities detailed below in accordance with the Conditions of Contract and the Statement of Requirements at Section 3 for the period;</p> <p>10 August 2015 to 31 March 2016</p> <p>01 April 2016 to 31 March 2017</p> <p>01 April 2017 to 31 March 2018</p> <p><u>Options:</u></p> <p>In addition, there shall be options to extend up to a further 2 x 12 months, in accordance with Condition 20.</p> <p>01 April 2018 to 31 March 2019</p> <p>01 April 2019 to 31 March 2020</p> <p>The Construct Prime Contractor will be responsible for:</p> <ul style="list-style-type: none"> • Managing an agile supply chain to achieve value for money from efficient project, programme and risk management and leverage from across/within the supply chain. • Developing and maintaining awareness of suitable suppliers, SMEs, academic departments and research staff, and engaging with these suppliers to integrate them into the supply chain. • Competing and appointing the most appropriate supply chain member(s): <p>- ensuring the transparency of selection process,</p>	1	<p>The Management Fee will be priced in accordance with Condition 6.</p>

	<ul style="list-style-type: none"> - including assurance that smaller SMEs and Academic Departments can fairly compete against larger defence suppliers. - ensuring transparency with respect to the amount of research undertaken by each member of the supply chain and other research suppliers in line with the Key Performance Indicators (KPIs) at Annex G. - Advertising for and publishing of sub-contracts awarded which exceed £10,000.00. • Management of the tasks during their lifecycle, delivering relevant task outputs at appropriate points with timely reporting of management information including Key Performance Indicators (KPIs). • Ensuring all supply chain members are informed of extant and new Dstl requirements through the Analysis Forum. • The quality of all outputs including task level (in line with KPIs) and delivered in accordance with the Payment Plan. <p>The Prime Contractor will be limited to no more than 30% self-delivery based on value of the overall contract.</p>		
2	<p>Tasking in accordance with the Statement of Requirements at Section 3 and the process defined in Condition 20 and the Contractor's Technical proposal reference CR2D01 110 065 against the associated Tasking Forms at ANNEX D for the period;</p> <p><u>Options:</u></p> <p>In addition, there shall be options to extend up to a further 2 x 12 months, in accordance with Condition 20.</p> <p>01 April 2018 to 31 March 2019 01 April 2019 to 31 March 2020</p>	As required	Tasks will be priced in accordance with the price term defined in the tasking form at Annex D.
3	<p><i>The following is an option the Authority may wish to take up within 12 months of the contract award date, in accordance with Condition 20;</i></p> <p>Design and Implementation of a collaborative shared working environment to maximise knowledge sharing, including task output, between the supply chain members, Dstl and MOD stakeholders.</p>	1	To be priced in accordance with Condition 6.
These items are more particularly described in the Statement of Requirements (Section 3).			

Table II – Packaging Requirements			
ITEM No.	Packaging specifications/special markings etc.	QTY	Adjustments* £Nil
ALL	Not Applicable	All	Nil

* Note: to price per quantity shown in Table I

Table III – Duration of Contract			
ITEM No.	Commencement Date	Completion Date	Conditions of Contract
All	10 August 2015	31 March 2018 With an option to extend for a further 12 months and second option to extend for a further 12 months.	This Contract comprises of the following: Schedule of Requirements (this document) Section 1 General Conditions (DEFCONs) Section 2 – Special Conditions Section 3 – Statement of Requirements Annexes Appendix

TABLE OF CONTENTS

SECTION 1 – GENERAL CONDITIONS.....	7
SECTION 2 – SPECIAL CONDITIONS.....	12
1. Definitions and interpretation	12
2. Period of Contract.....	14
3. Order of Precedent.....	14
4. Warranties and representations.....	14
5. Deliverables.....	15
6. Price	17
7. Payment	20
8. Pricing on ascertained costs	21
9. Sub-contracting.....	21
10. Commercial exploitation levy.....	22
11. Advertising and publicity	22
12. Authority's remedies for breach of Contract.....	22
13. Progress Meetings and Reports.....	23
14. Government Furnished Assets.....	24
15. Contractor's Liability.....	25
16. Insurances	25
17. Use of Authority's Information Technology.....	27
18. Publication (Academia).....	27
19. Contractors Personnel – Research Workers.....	27
20. Purchase Orders under a Framework	28
21. Cooperation.....	28
22. Options.....	29
23. Principal Obligations and Responsibilities of the Contractor.....	29
24. Transfer of Undertaking (Protection of Employment) Known as TUPE.....	31
25. Termination.....	33
26. Termination on Supplier's Insolvency.....	34
27. Investigations.....	34
28. Cooperation by Parties.....	34
29. Key Performance Indicators (KPI).....	35
SECTION 3 – STATEMENT OF REQUIREMENTS	36
Annex A – Design rights and patents (Sub-contractor's Agreement).....	49
Annex B – Document Marking Scheme.....	52
Annex C – Contractor Commercially Sensitive Information	53
Annex D – Task Approval Form	54
Annex E to Contract - Rates.....	60

Annex F to Contract - APPLICATION BY A UK LIST X CONTRACTOR FOR APPROVAL TO SUB-
CONTRACT OR COLLABORATE WITH A UK CONTRACTOR ON WORK CLASSIFIED SECRET AND
ABOVE (Form 686).....63

Annex G to Contract - Key Performance Indicators (KPI)..... 67

Annex H to Contract - Personal Particulars Form 76

Annex I to Contract - Deliverables 77

Annex J to Contract - Deliverables for Item 2 of the Schedule of Requirements 79

Appendix – Addresses and other information..... 81

SECTION 1 – GENERAL CONDITIONS

The following Defence Conditions ([DEFCONS](#)) shall apply to this Contract:

DEFCON 14	Edn 11/05	Inventions and Designs Crown Rights And Ownership of Patents And Registered Designs
DEFCON 14A	Edn 11/05	Collaboration – Ownership of Patents and Registered Designs
DEFCON 35	Edn 10/04	Progress Payments
DEFCON 76	Edn 12/06	Contractor's Personnel at Government Establishments [REDACTED]
DEFCON 90	Edn 11/06	Copyright
DEFCON 91	Edn 11/06	Intellectual Property Rights In Software
DEFCON 92	Edn 08/90	Failure of Performance
DEFCON 127	Edn 10/04	Price Fixing Condition for Contracts of Lesser Value
DEFCON 126	Edn 11/06	International Collaboration For the purposes of Clauses 2 and 3 of DEFCON 126 the period shall be fifteen years from the date of acceptance of the Contract.
DEFCON 176A	Edn 06/08	MOD Requirement for Competition in Subcontracting (Non-Competitive Main Contract)
DEFCON 501	Edn 03/15	Definitions
DEFCON 502	Edn 06/14	Specifications Changes
DEFCON 503	Edn 12/14	Formal Amendments To Contract For the purpose of agreement amendments to the Contract, Dstl Commercial Services is the Authority's duly authorised representative.
DEFCON 507	Edn 10/98	Delivery
DEFCON 509	Edn 09/97	Recovery of Sums Due
DEFCON 513	Edn 06/10	Value Added Tax
DEFCON 515	Edn 10/04	Bankruptcy And Insolvency
DEFCON 516	Edn 04/12	Equality
DEFCON 518	Edn 11/12	Transfer Any request by the Contractor to transfer or novate the Contract shall be made in writing to the following address and copied to Dstl Commercial Services:

		DES Comrcl CS-CNS Supplier Relations Team Poplar 1#2119 Abbey Wood Bristol BS34 8JH
DEFCON 520	Edn 07/11	Corrupt Gifts and Payments of Commission
DEFCON 522	Edn 07/99	Payment
DEFCON 521	Edn 04/12	Subcontracting To Supported Employment Enterprises
DEFCON 523	Edn 03/99	Payment of Bills Using the Bankers Automated Clearing Service (BACS) System
DEFCON 524	Edn 10/98	Rejection
DEFCON 525	Edn 10/98	Acceptance For the Purposes of schedule of requirements item 2 of this Contract the period for acceptance and rejection of deliverables shall be specified within the Tasking Form at Annex D.
DEFCON 526	Edn 08/02	Notices
DEFCON 527	Edn 09/97	Waiver
DEFCON 528	Edn 05/12	Overseas Expenditure And Import Licences The Contractor shall provide the information required under DEFCON 528 to Dstl Commercial Services within one month of the Commencement Date.
DEFCON 529	Edn 09/97	Law (English)
DEFCON 530	Edn 12/14	Dispute Resolution (English Law)
DEFCON 531	Edn 05/05	Disclosure of Information
DEFCON 532B	Edn 06/10	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)
DEFCON 534	Edn 06/97	Prompt Payment (Subcontracts)
DEFCON 537	Edn 06/02	Rights of Third Parties
DEFCON 538	Edn 06/02	Severability
DEFCON 539	Edn 08/13	Transparency
DEFCON 550	Edn 02/14	Child Labour and Employment Law
DEFCON 566	Edn 04/15	Change of Control of Contractor In addition to informing the Authority of a material change in control at the address set out in DEFCON 566, the Contractor shall also inform Dstl Commercial Services.

DEFCON 601	Edn 04/14	Redundant Materiel
DEFCON 602A	Edn 12/06	Deliverable Quality Plan – applicable to schedule Item 1 and other Tasks as identified within the Tasking Form.
DEFCON 602B	Edn 12/06	Quality Assurance (Without Deliverable Quality Plan) – requirement to be specified within the Tasking Form.
DEFCON 604	Edn 06/14	Progress Reports
DEFCON 605	Edn 06/14	Financial Reports
DEFCON 606	Edn 06/14	Change And Configuration Control Procedure For the purposes of this Contract the Change and Configuration Control Procedure shall be as defined in the Statement of Requirements.
DEFCON 608	Edn 10/14	Access and Facilities to Be Provided By the Contractor
DEFCON 609	Edn 06/14	Contractor's Records
DEFCON 611	Edn 07/10	Issued Property
DEFCON 612	Edn 10/98	Loss Of Or Damage to the Articles
DEFCON 619A	Edn 09/97	Customs Duty Drawback
DEFCON 620	Edn 06/14	Contract Change Control Procedure
DEFCON 621B	Edn 10/04	Transport (If Contractor Is Responsible For Transport)
DEFCON 630	Edn 03/15	Framework Agreements
DEFCON 631	Edn 12/08	Interim Certified Cost Statement
DEFCON 632	Edn 08/12	Third Party Intellectual Property - Rights and Restrictions
DEFCON 642	Edn 06/14	Progress Meetings Minutes of meetings between the Contractor and the Authority are to be circulated to those present and state at the top: “Nothing in these minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract.”
DEFCON 643	Edn 12/14	Price Fixing
DEFCON 644	Edn 06/13	Marking of Articles
DEFCON 645	Edn 07/99	Export Potential
DEFCON 647	Edn 09/13	Financial Management Information
DEFCON 649	Edn 07/99	Vesting
DEFCON 653	Edn 12/14	Pricing on Ascertained Costs
DEFCON 656	Edn 03/06	Break

		<p>For the purpose of condition 1 of the DEFCON 656 the period of notice shall be 3 months.</p> <p>For the purpose of condition 6(b) of DEFCON 656 the period of notice shall be 2 months.</p>
		Where DEFCON 653 applies to the Contract, the Authority shall not in any case be liable to pay under the provisions of this Condition any sum which, when taken together with any sums paid, or due, or becoming due to the Contractor under the Contract, shall exceed the total amount stated Condition (Pricing on Ascertained Costs).
DEFCON 659A	Edn 11/14	Security Measures
DEFCON 660	Edn 11/14	Reportable Official and Official-Sensitive Security Requirements
DEFCON 670	Edn 07/14	Tax Compliance
DEFCON 681	Edn 06/02	Decoupling Clause - Subcontracting With the Crown
DEFCON 687A	Edn 06/01	<p>Provision of a Shared Working Environment</p> <p>This DEFCON shall only apply if the Authority takes up the option in accordance with Condition</p>
DEFCON 687B	Edn 06/01	<p>Shared Data Environment System Transfer Arrangements</p> <p>This DEFCON shall only apply if the Authority takes up the option in accordance with Condition</p>
DEFCON 694	Edn 02/12	Accounting For Property of the Authority
DEFCON 695	Edn 02/15	Contract Costs Statement – Post-Costing (Non-qualifying contract)
DEFCON 703	Edn 08/13	<p>Intellectual Property Rights - Vesting In the Authority</p> <p>To be specified on the Tasking Form</p>
DEFCON 705	Edn 11/02	<p>Intellectual Property Rights - Research and Technology</p> <p>To be specified on the Tasking Form</p>
DEFCON 812	Edn 04/15	<p>Single Source Open Book</p> <p>To be applied to Directed Tasks as specified on the Tasking Form</p>

SECTION 2 – SPECIAL CONDITIONS

1. Definitions and interpretation

In addition to the definitions set out in DEFCON 501 (Edn 11/14) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Authority”	means The Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl)
“Authority’s Representative”	means the Dstl demand owner specified in Box 2 of the Appendix to Contract.
“Authority’s Commercial Representative”	means Dstl Commercial Services specified in Box 1 of the Appendix to Contract.
“Allowable Costs”	<p>Under the firm pricing method, the allowable costs are the allowable costs as estimated at the time of agreement.</p> <p>Under the ascertained costs pricing method, the allowable costs are the allowable costs as;</p> <p>(a) estimated at the time of agreement; and.</p> <p>(b) adjusted in accordance with changes in specified indices or rates between the time of agreement and a specified time (and different times, indices or rates may be specified in relation to different allowable costs).</p>
“Commencement Date”	means the date in Table III of the Schedule of Requirements
“Completion Date”	means the date in Table III of the Schedule of Requirements;
“Contractor Commercially Sensitive Information”	means the information listed in the Contractor Commercial Sensitive Information Annex C to the Contract being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information;
“Deliverables”	means the Articles and Services which the Contractor is required to supply under the Contract;
“Dstl Commercial Services”	means Dstl Commercial Services at the address stated at box 1 of the Appendix to the Contract;
“Dstl Demand Owner”	means Dstl Demand Owner at the address stated at box 2 of the Appendix to the Contract;
“Interim Payment”	means a payment as an advance against the total price of the Contract;
“Man Day”	means 8 hours per day; Monday to Friday
“Milestone”	means the completion of a key stage in the performance of the Contract for which the Contractor is entitled to an Interim Payment;
“Partners”	means the Contractors Board Members;
“Properly Submitted Invoice”	<p>Means</p> <p>An invoice that complies with HRMC requirements as defined at:</p>

<http://www.hmrc.gov.uk/vat/managing/charging/vat-invoices.htm>

An Invoice submitted to Dstl must also:

Be sent direct to Accounts Payable at specified address.

Identify the customer as Dstl.

Contain a valid purchase order number. No more than one purchase order per invoice.

“Software”

means all or any part of any:

Object Code shall mean machine code executable by a data processing system;

Source Material shall mean that material, taken individually or in any combination thereof, which is:

Source Code, that is to say, a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code;

A representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation generated by or for the Contractor under the Contract;

A representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation used to generate the Object Code, but not generated by or for the Contractor under the Contract, when in sufficient detail and suitable form to permit replication of such data processing system configuration, computer programs, procedures, rules and associated documentation independently of the Contractor;

to the extent necessary to enable modification and testing of the Object Code independently of the Contractor, documentation on the specification, design rules, design, testing, analysis, function, usage and capabilities of the Object Code and any other associated material.

associated user documentation;

anything further specified as Software in the Schedule of Requirements.

'Deliverable Software' shall mean the Software delivered or to be delivered or which forms an integral part of any Article delivered or to be delivered by the Contractor to the Authority in accordance with the requirements of the Contract;

'to modify' shall mean to change or alter whether by means of adaptation, translation, extension, reduction by means of merging with other material, or by any other means, and the words 'modified' and 'modification' shall be construed accordingly;

“Statement of Requirements”

means the detailed description of the Deliverables set out in Section 3 of the Contract or, where the Contract is a Framework, in Part 1 of the Task Approval Form at Annex D to the Contract, including any sample, pattern, plan, drawing or statement of work referred to therein;

“Task”

means a package of work under a Framework;

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

2. Period of Contract

- 2.1. The period of the Contract shall be from the Commencement Date to the Completion Date as defined in Table III of the Schedule of Requirements. No work shall be carried out after the Completion Date without the prior written approval of Dstl Commercial Services.

3. Order of Precedent

- 3.1 Unless otherwise stated within this Contract, in the event of conflict the documentation order of precedence shall be as follows:
1. General Conditions of Contract;
 2. Special Conditions of Contract;
 3. Schedule of Requirements;
 4. Statement of Requirements (Annex A);
 5. Annexes B to H;

Where any such conflict arises, all cases must be referred to the Authority's Commercial Representative and the Authority's Project Manager immediately. The Authority and the Contractor will then jointly agree how to proceed in the interests of both Parties.

- 3.2 All documents referenced in this Contract and as may be amended, or updated form part of the Contract and are deemed incorporated into it as if they were set out in full in the Contract. Where conflict exists between the Contract and any document referenced in the Contract the documentation embedded in the main body of the Contract, its Annexes and Appendix shall take precedence.
- 3.3 This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to this Contract. The Parties agree that they shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

4. Warranties and representations

- 4.1. The Contractor warrants and represents that:
- 4.1.1. it has full capacity and all necessary consents to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
 - 4.1.2. in entering the Contract it has not committed any fraud;
 - 4.1.3. as at the Commencement Date, all information in the tender submitted during the tender process remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;
 - 4.1.4. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
 - 4.1.5. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;

- 4.1.6. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 4.1.7. it owns, has obtained or is able to obtain, valid licences for all intellectual property rights that are necessary for the performance of the Contract;
- 4.1.8. it has obtained or is able to obtain List X status that is necessary for the performance of the Contract;
- 4.1.9. in the three years prior to the Commencement Date it has conducted all financial accounting and reporting activities in compliance in all material respects with generally accepted accounting principles that apply to it in any country where it files accounts;
- 4.1.10. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- 4.1.11. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

5. Deliverables

- 5.1. The Contractor shall supply the Deliverables in accordance with the terms of this Contract at the price stated in the Schedule of Requirements and Tasking Form(s).

5.1.1 Deliverables under Schedule of Requirements Item 1 are:

- (a) Management Information against the Key Performance Indicators provided in MS Excel 97 compatible format.
- (b) Management Information covering Volume of work (expressed in price, days and percentages), all task spend for the purposes of accruals under DEFCON 647 and supply chain information including percentages of SMEs under Contract provided in MS Excel 97 compatible format.
- (c) Annual supplier survey as detailed in CORDA Ltd Technical proposal Ref: CR2D01 110 065 at 2.7.4 provided in MS Word 97 compatible format.
- (d) Quarterly 'Programme' Reviews provided in MS Word 97 compatible format.
- (e) Campaign Plan covering supplier engagement and on-boarding plan provided in MS Office 97 compatible format.
- (f) GFA list provided in MS Excel 97 compatible format.
- (g) Contract level Risk Register and issues log provided in MS Excel 97 compatible format.
- (h) Programme Management Plan detailing the process for the selection of sub-contractors provided in MS Office 97 compatible format.
- (i) A summary of Technical Assurance Records and Audits for the previous quarter, highlighting any issues or areas for concern (for Dstl information).
- (j) ASC supply chain schedule of events to support the Authority's internal forums provided in MS Office 97 compatible format.
- (k) Updates to Dstl Contract Management Plan provided in MS Word 97 compatible format.
- (m) Quarterly Progress Meeting reports provided in MS Office 97 compatible format.
- (n) Develop and maintain exploitation and benefits register/repository plans for each task provided in MS Office 97 compatible format.
- (o) Lessons identified repository provided in MS Office 97 compatible format.

5.1.2 The table at Annex I lists each Deliverable and applicable IPR Conditions.

- 5.1.3 In the event that any new deliverables are identified, the parties shall agree the applicable IPR conditions and the Contract amended in accordance with DEFCON 503.

5.2. Deliverables under Schedule of Requirements Item 2 are;

- (a) The Authority and the Contractor, CORDA Programme Management Office (PMO) to agree appropriate level of competition for each task with reference to timescales (Agile / Collaborative / Comprehensive)
- (b) The Contractor PMO, Technical and Task leads will develop fully costed proposals to meet Dstl and end-user customer requirements, with Technical leads carrying out an evaluation of the proposed technical approach.
- (d) The Contractor PMO shall ensure all Security Aspects Letters are signed by Task Supply Chain and acknowledged prior to issue of any GFA by the Authority.
- (e) All Task Leads will prepare and maintain a project management plan, detailing activities, milestones, resources and control mechanisms for ensuring quality and risk management.
- (f) The Contractor shall develop exploitation and benefits capture plan for each task, containing information on outputs, outcomes, exploitation paths and benefits.
- (g) The Contractor shall conduct technical reviews for each task, to include inspections, peer reviews within the task team, reviews by the technical lead, independent peer reviews or reviews by Dstl and other stakeholders where appropriate.
- (h) The Contractor's nominated Task Lead will produce a summary report for all task Deliverables containing an executive summary, updated exploitation and benefits plan, record of organisations involved and any problems, issues and solutions found.
- (k) The Contractor's technical lead shall take ownership of each task exploitation and benefits plan once a task has delivered.

5.3 The Contractor shall ensure that the Deliverables comply with the Statement of Requirements, including any Quality Assurance Requirements stated therein;

- 5.1.1. ensure that all Articles are of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for any purpose expressly or impliedly made known to the Contractor by the Authority;
- 5.1.2. perform all Services with reasonable care and skill;
- 5.1.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Contract; and
- 5.1.4. obtain and at all times maintain all necessary licences and consents and comply with all applicable laws and regulations.
- 5.1.5. ensure that all articles are free from defects in design, material and workmanship and remain so for 12 months from putting into service or 18 months from delivery, whichever shall be the shorter.

6. Price

- 6.1. The charging rates upon which all price agreements for Item 2 of the Schedule of Requirements to the Contract are in accordance with Annex E herein.
- 6.2. The Contractor's remuneration for activities incorporated within Item 1 of the Schedule of Requirements is included within the Management Fee of [REDACTED] to be applied at Task level. Such Management Fee shall be calculated as [REDACTED] of the total Task value.
- 6.3. The Contractor will apply a Management Fee under Item 2 of the Schedule of Requirements to any Tasks not undertaken by the Prime Contractor. Where the Contractor is subcontracted by a third party to undertake part of task, the Contractor will not apply a Management Fee to this element of the Task.

Example:

[REDACTED]

- 6.4. The Contractor shall price all Tasks based on the default position of competition within the supply chain. In exceptional circumstances, and by written agreement with the Authority, the Contractor may place Tasks directly with a selected sub-Contractor.

6.4.1 Where a competition is undertaken as set out in Contractors tasking mechanisms, agile tasking, collaborative tasking and comprehensive tasking, the Task price shall be agreed as a Firm Price (non-variable) or Ascertained Costs as determined by the competitive market forces.

6.4.2 Where a Task is directed to be placed with a sub-Contractor, as agreed with the Authority, the Task price shall be agreed as a Firm Price (non-variable) or Ascertained Costs agreed in accordance with the maximum Man Day rates at Annex E herein or the CAAS approved rates where available, whichever are the lowest.

6.4.3 All Task pricing will separately detail the appropriate **[REDACTED]** Management Fee (detailed in Condition 7.1).

- 6.5. For Item 2 of the Schedule of Requirements, in year 1 of the contract, the Authority hereby underwrites and commits to assuring the Contractor a guaranteed minimum Task volume (by value) throughput of **[REDACTED]**, set in accordance with DEFCON 653 in respect of analysis support construct tasks.

6.5.1 In the event the outcome of the Strategic Defence and Security Review (SDSR) results in the Authority's budget falls below the advertised anticipated value, the value of **[REDACTED]** at condition 6.5 above will be reviewed and reduced by percentage proportionally as advised in writing by the Authority.

Option at Item 3 of the Schedule of Requirements (Shared Working Environment (SWE))

- 6.6 The Authority reserves the right to review its Shared Working Environment (SWE) requirements, which shall remain an Option to be exercised at the sole discretion of the Authority, subject to the agreement of the requirement specification and the agreement of a price in accordance with DEFCON 643 and .

6.6.1. The Option Item 3 SWE may only be invoked by way of contract Amendment. For the avoidance of doubt the terms and conditions of the Contract shall not be varied by any Amendment actioned in furtherance of the Option, unless such variation is required by the Authority and agreed by the Contractor. The agreement of the prices for the Option will be subject to the policy of 'No Acceptable Price, No Contract' (NAPNOC), price investigation and negotiation between the Parties. The Authority's requirement is to Firm Price where practicable to do so and any alternative pricing mechanism will require detailed explanation as to why the alternative should be considered.

- 6.7 The current Rough Order of Magnitude (ROM) for Option Item 3 SWE as advised by the Contractor in its commercial proposal reference CR2D01 110 065 is - **[REDACTED]**. This is a ROM and is not binding on either Party. The ROM specified herein is for information and budgetary purposes only and is subject to change. The final, agreed prices for Option Item 3 of the Schedule of Requirement, SWE will be incorporated into this contract by way of formal Contract Amendment in accordance with DEFCON 503.

Pricing - Submission of Interim/Final Cost Certificates

Item 1 and 2 of the Schedule of Requirements

- 6.8 In accordance with DEFCON 695 the Contractor shall forward to the Authority's Commercial Representative, at the end of the Authority's financial year an Interim Certified Cost Statement (covering work completed during that period) in the form set out in Appendices A and B to General Notice to Defence Contractors No 1. Such statements shall be provided no later than three months from the end of the Authority's financial year.
- 6.9 In accordance with DEFCON 653, when submitting the Final Certified Cost Statement, the Contractor shall request final settlement in respect of Item 1 and Item 2 of the Schedule of Requirements of this Contract. The Contractor shall forward to the Authority's Commercial Representative a Certified Cost Statement of the total costs of the work to completion in the form set out in Appendices A and B to General Notice to Defence Contractors No 1. Such Statement shall be provided no later than three months after the work has been completed and accepted, in full.

Item 1 and Item 2 of the Schedule of Requirements

Items 1 and Item 2 of the Schedule of Requirements priced in accordance with DEFCON 653 shall be subject to DEFCON 695.

6.10 The Contractor shall at all times during the course of the Contract and for a period of two years after final payment of all sums due under the Contract or for a period of three years after the final delivery or completion of performance under the Contract, whichever period expires sooner, maintain:

- a) in accordance with his normal procedures, a record of:
 - i. the manufacturing facilities and production plans employed by him for the supply of Articles; and
 - ii. the costs incurred by him in the execution of the Contract (including, for example, details of times taken and of wage rates paid); and
- b) a record of such further particulars of the costs of production of the Articles or performance of the Services as the Authority may from time to time reasonably require (including particulars of the costs of production or performance of such substantial parts of any of the Articles or Services as the Authority may specify in any such requirement) as being necessary for the purpose of determining such costs with reasonable accuracy:

provided that a requirement under this Clause shall not apply so as to impose any obligation on the Contractor to maintain a record of any such further particulars as aforesaid in respect of any costs of production or performance of Services incurred before the date on which that requirement is made.

6.11 At any time after prices in respect of the Articles or Services have been finally fixed and after delivery or performance under the Contract is substantially complete but within the period during which Clause 6.11 applies the Contractor shall, when requested by the Authority:

- a) furnish a summary of any of the costs mentioned in Clause 6.9 and 6.10 in the form and detail as required by DEFFORM 812; and
- b) afford such facilities as the Authority may reasonably require for its representatives to visit the Contractor's premises and examine the records maintained under that Clause:

provided that, in circumstances where no request has been made by the Authority, the Contractor may furnish a summary of any of the costs mentioned in Clause 6.8 and 6.9 in the form and detail as required by DEFFORM 812, and subject to Clause 3 and 4 of DEFCON 696.

6.12 If at any time during the course of the Contract the Authority notifies the Contractor that the said records are required for the purpose of assisting the Authority in fixing the prices of other articles or services of a similar or substantially similar kind to be supplied or performed under any other contract (whether made or under negotiation) between the Contractor and the Authority, the Contractor shall:

- a) furnish a relevant summary based on the format of DEFFORM 812 and the costs mentioned in Clause 6.8 and 6.9, and such additional information as may reasonably be required by the Authority and agreed in the Contract, and afford the facilities mentioned in sub-Clause 6.11.b); and
- b) afford such other facilities as the Authority may reasonably require for its representatives to visit the Contractor's premises and examine any or all of the processes involved in the manufacture of Articles or performance of the Services.

7. Payment

7.1 The Contractor will apply a Management Fee under Item 2 of the Schedule of Requirements to any Tasks not undertaken by the Prime Contractor. Where the Contractor is subcontracted by a third party to undertake part of a Task, the Contractor will not apply a Management Fee to this element of the Task.

Failure of performance against Key Performance Indicator

- 7.2 In the event that the Contractor's aggregated scores against the Key Performance Indicators at Annex G fall below the agreed level of performance for two sequential months or more, the Authority at its discretion will apply a suspension in the Contractor's forward going Management Fee charges. The value of the Management Fee to be suspended shall equate to **[REDACTED]** of the Contractor's Management Fee for those contracted activities in the previous financial quarter. This suspended Management Fee shall become chargeable to the Authority upon restoration of the Contractor's aggregated scores to the agreed level of performance.
- 7.3. It is agreed by both parties that this retention will not apply where the Authority's actions have contributed to the drop in performance, and that any retention should be released back to the Contractor as soon as reasonably possible upon its performance returning to the agreed level.
- 7.4. The Authority acknowledges the Contractor's desire to maximise the volume (by value) of Task throughput to increase its overall outturn and relative profitability under this contract. Both parties agree that in the event the volume (by value) of Tasks exceeds the maximum budgetary estimates of **[REDACTED]** per annum, and the Contractor's total margin under the contract exceeds that allowable under the SSCR, a value chain creation incentive mechanism will apply. This mechanism shall be subject to agreement between the Authority and the Contractor but is anticipated to operate in a similar manner to that utilised within the SSCR to protect against excess profits and losses.
- 7.5. The Contractor shall pay all sub-Contractors reasonable progress and milestone payments directly linked to Task performance and tangible deliverables. The Contractor shall retain a minimum of 20% of the total Task value (£s) as a final payment against all final Tasks deliverables. The Contractor shall pay sub-Contractors all payments agreed in line with the overall Firm Price Tasks and agreed progress and milestone payments.
- 7.6 The Contractor shall capture all Management Fee transactions, and will provide quarterly reports in support of all Management Fee calculations.
- 7.7. In order to obtain payment the Contractor shall:
- 7.7.1. submit an invoice to the Dstl Accounts Payable at the address set out in box 5 of the Appendix to the Contract; and
 - 7.7.2 send a PDF copy of the invoice to the Dstl Demand Owner.
- 7.8. Invoices must quote the Contract number, Milestone number and Purchase Order number (where applicable).
- 7.9. The Authority shall pay all properly submitted invoices within 30 days of receipt by Dstl Accounts Payable.
- 7.10 Where and to the extent that the debt would otherwise be a "qualifying debt" under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act") "qualifying contractors" may claim simple interest (as defined in the Act) as a contractual remedy. No interest shall be payable for any period of delay attributable to the conduct of the Contractor.
- 7.11. Payment against Item 2 shall be paid in accordance with the agreed Payment Plan on each Tasking Form as either;
- 7.11.1 Payment shall be made on successful completion of all work carried out under the Task.
- OR
- 7.11.2. Interim Payments shall be made on the completion of the Milestones as specified on the Tasking Form at Annex D.
- 7.12. The Authority shall only make payment once the Dstl Project Manager is satisfied that the work relating to the payment has been satisfactorily completed in accordance with the Authority's acceptance criteria.

- 7.13 Where the Authority terminates the Contract other than in accordance with DEFCON 656, the Authority shall, without prejudice to any other right or remedy, be entitled to recover in full all Interim Payments made in accordance with this condition, except where Articles have been accepted in accordance with DEFCON 525.

8. Pricing on ascertained costs

- 8.1. For the purposes of DEFCON 653, the Authority shall pay a Contract Price based on the firm price Man Day rates at Annex E, up to a maximum amount specified on the Tasking Form.
- 8.2. The Contract Price shall not exceed the maximum amount stated on the Tasking Form without the prior written consent of Dstl Commercial Services.
- 8.3. If at any time the Contractor considers that the Contract will not be completed for the maximum amount state above, the Contractor shall immediately contact the Authority and provide an explanation.
- 8.4. In accordance with DEFCON 35 and Condition 5, the Contractor shall submit invoices incorporating full cost breakdowns in accordance with the Maximum Rates defined at Annex E.
- 8.5. For the purposes of DEFCON 605 the financial reports shall apply to tasks proced under DEFCON 653.

9. Sub-contracting

- 9.1 The Contractor shall obtain the prior written consent of DSTL Commercial Services before entering into any sub-contracts in connection with the performance of the Contract. Entering into a sub-contract shall not relieve the Contractor of any of its obligations under the Contract.
- 9.2 Where a sub-contract involves the design or development of defence equipment (including Software), the Authority shall require the sub-contractor to enter into a direct agreement with the Authority in the form set out in Annex A to the Contract.
- 9.3 Wherever a DEFFORM 177 - Sub-Contractor Agreement is required, the Contractor shall provide the Authority with two copies of the Sub-Contractor Agreement signed by the Sub-Contractor. If in any circumstances, the Contractor is unable to include the Sub-Contractor Agreement in a sub-contract or order he shall report the matter to the Contracts Branch and await further instruction before placing the sub-contract or order.
- 9.4 In addition to Condition 9.1, the Contractor shall ensure that all sub-contracts are subject to the following Terms and Conditions of this Contract as appropriate. Therefore the terms of the following DEFCONs are to be enacted or flowed down to the nominated sub-contractor in whole or in part as specified within the narrative of the DEFCON:

DEFCON 516 (Edn 04/12)	Equality
DEFCON 520 (Edn 07/11)	Corrupt Gifts and Payments of Commission
DEFCON 531 (Edn05/05)	Disclosure of Information
DEFCON 534 (Edn 06/97)	Prompt Payment (Sub-contracts)
DEFCON 537 (Edn 06/02)	Rights of Third Parties
DEFCON 611 (Edn 07/10)	Issued Property
DEFCON 632 (Edn 08/12)	Third Party Intellectual Property Rights
DEFCON 656 (Edn 03/06)	Break
DEFCON 14 (Edn 11/05)	Inventions and Designs Crown Rights And Ownership of Patents And Registered Designs

DEFCON 14A (Edn 11/05)	Collaboration – Ownership of Patents And Registered Designs
DEFCON 90 (Edn 11/06)	Copyright
DEFCON 91 (Edn 11/06)	Intellectual Property Rights In Software
DEFCON 703 (Edn 08/13)	Intellectual Property Rights - Vesting in the Authority
DEFCON 705 (Edn 11/02)	Intellectual Property Rights – Research and Technology

10. Commercial exploitation levy

- 10.1 The Contractor is advised that contracts involving the design or development of defence equipment (including Software) require the Contractor or sub-contractor (as appropriate) to pay an exploitation levy to the Authority for any subsequent commercial use of the design, whether by manufacture, sale or the granting of licences to third parties. Any such levy shall be the subject of a formal agreement between the Authority and the Contractor or sub-contractor before the commencement of a task.

11. Advertising and publicity

- 11.1. The Contractor shall ensure that, not by itself, its employees or agents, or sub-contractors do not communicate with any representatives of the press, television, radio or other communications media on any matter concerning the Contract unless the Authority has given its prior written consent or as otherwise required to comply with the law.

12. Authority's remedies for breach of Contract

- 12.1. If the Contractor:

12.1.1. fails to supply the Deliverables by the applicable dates set out at Condition 5, Annex I and the Tasking Form and supporting Statement of Requirements for each task;

12.1.2. supplies Deliverables which do not comply with the Statement of Requirements; or

12.1.3. otherwise commits a material breach of its obligations under the Contract,

the Authority shall have the right to exercise one or more of the following remedies:

12.1.4. where the failure or breach is material, to terminate the Contract or relevant part thereof with immediate effect by giving written notice to the Contractor;

12.1.5. to reject any Articles up to 30 days after they have been delivered in accordance with DEFCON 524 and to return them to the Contractor (at the Contractor's risk and cost);

12.1.6. to direct the Contractor to complete or to cease performance of the Services or any part of them;

12.1.7. give the Contractor the opportunity at the Contractor's expense to remedy the failure or breach (if such a breach is remediable), including supplying replacement Articles or remedial Services;

12.1.8. to claim such damages as may have been sustained as a result of the Contractor's breach or breaches of Contract, including but not limited to any costs and expenses reasonably incurred by the Authority in:

12.1.8.1. carrying out any work that may be required to make any Articles comply with the Contract; or

12.1.8.2. where the Contract has been terminated in accordance with this clause, obtaining the Deliverables in substitution from another supplier.

12.1.8.3. where breach is discovered after milestone payments have been made, the right to claim back all payments made.

- 12.2. The terms and conditions of this Contract shall apply to any replacement Articles or remedial Services supplied by the Contractor in order to remedy a failure or breach of contract under condition 12.1.7 above.
- 12.3. In exercising its rights and remedies under this condition and in particular condition 11.1.4 the Authority shall act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of Contract and the subject matter of the Contract.
- 12.4. The Authority's rights and remedies under this condition 11 are in addition to its rights and remedies implied by statute and common law.

13. Progress Meetings and Reports

- 13.1. For the purposes of the Contract in addition to the provisions of DEFCON 604 and DEFCON 642 progress meetings, progress reports and final reports shall be required in accordance with item one of the Schedule of Requirements and Condition 5 and item 2 of the Schedule of Requirements as specified on the Tasking Form to the requirements and acceptance of the Dstl Demand Owner and subject to the following requirements:
- 13.1.1. All Reports included as Deliverables under the Contract e.g. Progress and/or Final Reports etc must comply with the Defence Research Reports Specification (DRRS) @ <http://www.dstl.gov.uk/athenareportssubmission> which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MOD.
- 13.1.2. Interim or Progress Reports: The report should detail, document, and summarise the results of work done during the period covered and shall be in sufficient detail to comprehensively explain the results achieved; substantive performance; a description of current substantive performance and any problems encountered and/or which may exist along with proposed corrective action. An explanation of any difference between planned progress and actual progress, why the differences have occurred, and if behind planned progress what corrective steps are planned.
- 13.1.3. Final Reports: shall describe the entire work performed under the Contract in sufficient detail to explain comprehensively the work undertaken and results archived including all relevant technical details of any hardware, software, process or system developed there under. The technical detail shall be sufficient to permit independent reproduction of any such process or system.
- 13.1.4. The Contractor is to supply a Minutes Secretary and produce minutes of the meetings if necessary at no cost to the Authority.
- The front page of any Minutes produced as a result of any Meeting between the Authority and the Contractor shall state:
- “Nothing in these Minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract.”**
- 13.1.5. Reports shall be signed on the Contractor's behalf by a person authorised to commit the Contractor.

13.2. Marking of Deliverables (Documents)

13.2.1. accordance with DEFCON 705 there are two categories of Technical Deliverable:

- Full Rights Version
- Limited Rights Version

13.2.2. In accordance with DEFCON 705 there are two categories of Technical Information:

- Full Rights Information
- Limited Rights Information

13.2.3. In accordance with DEFCON 705 the Contractor shall provide a Full Rights Version of each specified Technical Deliverable.

13.2.4. In any instance where the Full Rights Version does not provide all of the Technical Information the Contractor shall also provide a Limited Rights Version containing the balance of deliverable Technical Information.

13.2.5. In accordance with DEFCON 705 clause 17, the Contractor shall mark each Technical Deliverable in such a manner that the ownership of the Intellectual Property Rights and the rights of the Authority under DEFCON 705 are clearly stated. For this purpose the Contractor shall follow the Document Marking Scheme attached at Annex B.

13.2.6. If subcontractor information is to be included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the Contractor, the name of the subcontractor(s) should be entered in the bracketed fields below in addition to the name of the Contractor.

14. Government Furnished Assets

14.1. The Government Furnished Assets as listed in the Tasking Form and supporting Statement of Requirements shall be made available to the Contractor by the Authority, free of charge, for the purpose of performing the Contract under the loan terms of either contract embodiment item, contract support item, or contract work item as specified within the Tasking Form. Any such issue shall be in accordance with the provisions of DEFCON 611 and DEFCON 694.

14.2. The Government Furnished Assets will be provided to the Contractor on loan terms specified on the Tasking Form and supporting Statement of Requirements.

14.3. The Government Furnished Assets provided to the Contractor will be returned on completion of the task as detailed in the Tasking Form and supporting Statement of Requirements.

14.4. 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 and 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 or otherwise as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind in the Authority provided information.

15. Contractor's Liability

15.1 As far as permitted by law, the Contractor's liability, for any indirect and consequential losses, is excluded.

15.2 Subject to any other provisions of the Contract the Contractor's liability under the Contract shall be unlimited and shall be included in its contracts with Sub-Contractors. In the event that the Contractor is unable to flow down this requirement to its sub-contractor(s), the Authority and the Contractor shall mutually agree an appropriate financial cap on liability for that Task against specific risks. For Tasks that are Directed by the Authority to be undertaken by the Contractor on a sole source basis, the Contractor reserves the right to request a financial cap on liability for each such Task. If the Parties are unable to agree a financial cap then the Contractor shall have the right to reject such Tasks.

15.3. Nothing in this Contract excludes or limits the liability of either party for death or personal injury caused by its negligence or of either party for fraud.

16. Insurances

16.1 Obligation to maintain insurances

- 16.1.1 Without prejudice to its obligations to the Authority under this Contract and each Call Off Task, including its indemnity obligations, the Contractor shall for the periods specified in this Condition 16 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 to this Condition 16, and any other insurances as may be required by applicable law (together the "Insurances"). The Contractor shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 16.1.2 The Insurances shall be taken out and maintained with insurers who (in the opinion of the Authority acting reasonably are:
- (a) of good financial standing;
 - (b) appropriately regulated; and
 - (c) of good repute in the international insurance market.
- 16.1.3 The Contractor shall ensure that the public and products liability policy shall contain an indemnity to principals clause, under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Contractor is legally liable.
- 16.2. General obligations**
- 16.2.1 Without limiting the other provisions of this Contract, the Contractor shall:
- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Contract as it would be reasonable to expect of a prudent contractor acting in accordance with good industry practice, including the investigation and reports of relevant claims to insurers;
 - (b) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.
- 16.3. Failure to insure**
- 16.3.1 The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 16.4. Evidence of insurance**
- 16.4.1 The Contractor shall upon the Commencement Date and within fifteen (15) days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Condition 16. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of any of its liabilities and obligations under this Contract and each Call Off Task.
- 16.5 Aggregate limit of indemnity**
- 16.5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

- (a) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract and each Call Off Task are paid by insurers, the Contractor shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract or a Call Off Task; or
- (b) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority and full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

16.6 Cancellation

16.6.1 Subject to Condition 16.6.2, the Contractor shall notify the Authority in writing at least five (5) days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

16.6.2 Without prejudice to the Contractor's obligations under Condition 16.6, Condition 16.6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Contract.

16.7 Insurance claims

16.7.1 The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the Contract and each Call Off Task for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Contract and/or any Call Off Task, the Contractor shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner and liaising with the Contractor's insurers if a claim can be made under the Insurances.

16.7.2 Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) days after any insurance claim in excess of two hundred and fifty thousand pounds (£250,000) relating to or arising out of the provision of the Contract and each Call Off Task on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

16.7.3 Where any Insurance requires payment of a premium, the Contractor shall be liable for and shall promptly pay such premium.

16.7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract and each Call Off Task or otherwise.

17. Use of the Authority's Information Technology

17.1 Where the Contractor attends a Government Establishment for the purpose of performing the Contract, the Contractor shall ensure that its employees, agents and subcontractors:

17.1.1 not use the Authority's information technology systems or any third party's information technology systems (including hardware, software and intranet and internet connections) without the express consent of the Authority and the third party, where applicable;

17.1.2 comply with the Authority's policies, procedures and instructions on the use of information technology systems, which are available on request from the Dstl Demand Owner;

17.1.3 not use the Authority's information technology systems for unlawful purposes or in a manner which may bring the reputation of the Authority into disrepute.

18. Publication (Academia)

18.1 The Authority encourages the Contractor (and any sub-contractor) to publish the results of work conducted in performance of this Contract. The Contractor shall contact the Commercial Officer in writing to formally obtain the Authority's prior written approval before publication, which shall be considered in accordance with Dstl's established procedures, having regard to (at the Authority's absolute discretion) security matters and the protection of the Authority's intellectual property rights, where appropriate. The Contractor shall allow a minimum period of 45 days' notice prior to publication.

19. Contractors Personnel - Research Workers

19.1. The Authority accepts the following students, supervisors or other representatives, agents or employees of the Contractor (or any sub-contractor) to work directly on the contract ("Research Workers"):

- 19.2. A Personal Particulars Form at Annex F shall be completed for each Research Worker and sent to the Commercial Services Department (Box 1 of Appendix to Contract). The appropriate Dstl and MOD administrative procedures shall need to have been completed to the satisfaction of the Authority before the Contractor's Personnel may start work on this Contract.
- 19.3. The Contractor (and any sub-contractor) shall take all reasonable steps to avoid changes in the Research Workers once accepted. Where such a change is necessary, the Contractor shall obtain the prior written consent of the Authority, which shall not be unreasonably withheld.
- 19.4. Should it be necessary to change the Research Workers assigned to and accepted for the work under the Contract the Contractor shall notify the Authority in writing prior to the personnel starting work on the Contract. A Personal Particulars Form shall be completed for each additional person and sent to the Commercial Services Department (Box 1 of Appendix to Contract). The appropriate Dstl and MOD administrative procedures shall need to have been completed to the satisfaction of the Authority before any additional Contractor's Personnel may start work on this Contract.
- 19.5. All Research Workers engaged in support of the Contract shall have appropriate qualifications and competence and be in all respects acceptable to the Authority. The Authority reserves the right to reject any proposed Research Worker(s) whom it considers unsuitable for any reason. The decision of the Authority shall be final and it shall not be obliged to provide any reasons.

20. Purchase Orders under a Framework

- 20.1. For the purpose of DEFCON 615B, where the Authority wishes to place a Purchase Order for a Task under an Framework Contract, the following procedure shall be used:
- 20.1.1. the Authority shall complete Part A of the Tasking Form at Annex D of the Contract and forward it to the Contractor, giving a detailed Specification for the Task;
- 20.1.2. the Contractor shall then complete and return Part B of the Tasking Form at Annex D of the Contract, including a detailed proposal for fulfilment of the Task and Firm Price / Ascertained Costs broken down as detailed on the form;
- 20.1.3. The Authority shall check the pricing submitted against the rates table at Annex E and assess but not limited to, the hours, overheads, materials, travel and subsistence rates and fee rate applied.
- 20.1.4. Once all checks are completed the Authority shall issue the offer of contract task by completing item 1 of Part C of the Task Approval Form and returning it to the Contractor, whereupon it shall allocate the Task a Purchase Order Number, to be quoted on all further correspondence and invoices for payment.
- 20.1.5. the Contractor shall then complete and return item 2 as unqualified acceptance of the Authorities Offer.
- 20.1.6. Task amendments will be managed by completing a revised version of the original Part A of the Tasking Form at Annex D of the contract as stated at 20.1.1 above and managed by version control to the original Task and repeating clauses 20.1.2 to 20.1.5.
- 20.2. The Authority reserves the right to review and assess and the Contractor's process for supplier selection of Sub-Contractors.
- 20.2.1. In the event of the failure of the Contractor's supplier selection process, the Authority reserves the right to undertake the supplier selection under the Contract.

21. Cooperation

- 21.1 The Contractor shall use all reasonable endeavours to cooperate at all times with any third party nominated by the Authority.

- 21.2 Such cooperation may require the exchange of information in writing or other documentary form and in oral or visual or machine readable form, or in the form of samples or models with the exception of any information which is Contractor Commercially Sensitive Information.
- 21.3 For the avoidance of doubt, the Authority has secured rights in the information generated by the co-operating parties, including the right to disclose such information to another Contractor under a Contract. Where information is disclosed between the Authority and a Contractor in writing or other documentary form, it shall be disclosed in accordance with DEFCON 531 (Disclosure of Information), which is included in the all Contracts.
- 21.4 In accordance with Clause 2(b) of DEFCON 531 for the purposes of the performance of the above Contracts, the Authority hereby grants permission for a Contractor detailed above to disclose information to another Contractor in confidence and for the purpose of this contract. Such information shall be used for evaluation purposes only and this condition provides no additional rights in, or a licence to use, such information for any other purpose.
- 21.5 Where information is disclosed in oral or visual or machine readable form, or in the form of samples or models, it shall be designated proprietary or commercially sensitive at the time of disclosure and shall be confirmed as such by the disclosing party in writing within thirty (30) days from its being disclosed,
- 21.6 In the event that one Contractor is concerned about disclosing proprietary information and expertise to another Contractor then those Contractors should enter into a reasonable and appropriate Non-Disclosure Agreement (NDA) between themselves, which is consistent with the terms of the above Contracts.

22. Options

- 22.1 The Contractor hereby grants to the Authority the irrevocable options detailed in Items 1 and 2 of the Schedule of Requirements, whereby the Price and/or Pricing methodology will be agreed at outset of the contract/task. It is agreed that the obligation to exercise such Option(s) is at the sole discretion of the Authority.
- 22.2 Should the Authority wish to exercise one or all of the Option(s), the Authority will notify the Contractor in writing at least six (6) months in advance of the commencement date of the extension period, unless otherwise stated.
- 22.3 No work shall be carried out on the Options mentioned above without the express written permission of the Authority, by way of formal Contract Amendment. The Authority shall not be liable for payment for any work not so authorised.

23. Principal Obligations and Responsibilities of the Contractor

- 23.1 The Contractor shall be liable for all work performed under the Contract. All Services shall be carried out in accordance with the Schedule of Requirements, the Terms and Conditions, Statement of Requirements as detailed at Annex A and the relevant sections of the Contractor's Technical Proposal reference
- 23.2 The Contractor shall employ Assigned Employees at the grades as listed in Annex E to the Contract. Any replacement personnel shall be at the same grade/rate.
- 23.3 The Contractor shall be entirely responsible for undertaking all tasks, under a single management structure, that are necessary to discharge all of its obligations under this Contract
- 23.4 The Contractor shall notify the Dstl Commercial Officer immediately upon becoming aware of any conflict between one provision of this Contract and another provision of this Contract and shall recommend to the Dstl Commercial Officer which provision should prevail (giving reasons for such recommendation). The Dstl Commercial Officer shall direct which provision(s) should prevail. The Contractor shall thereafter comply with such direction but if he is not satisfied with such direction from the Dstl Commercial Officer, the matter may be referred to Dispute Resolution in accordance with DEFCON 530.

23.5 Personnel

- 23.5.1 The Contractor shall ensure that its employees and those employees employed by the Sub-Contractors involved in performing a material part of the Services shall:
- 23.5.2 employ the personnel/grades as listed in Annex F to the Contract. Any replacement personnel shall be at the same grade/rate.
- 23.5.3 possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and appropriate security clearances in accordance with this Contract; and
- 23.5.4 ensure all personnel employed by the Contractor on this Contract shall, in accordance with DEFCON 531, be required to treat as COMMERCIAL IN CONFIDENCE, any Government owned or third party information to which they might have access during their engagement on the Contract. The Contractor shall not, by virtue of the Contract, gain any rights in any such information, and shall not use any such information otherwise than for the purposes of the Contract.
- 23.5.5 ensure that his employees, if any, are aware of the arrangements for discharging the obligation at Condition 23.5.4 above before they receive any information under or in connection with this Contract and take such steps as may be reasonably practical to enforce such arrangements.
- 23.5.6 The Contractor shall maintain a sufficiently competent and effective workforce or supply chain throughout the Contract Duration as is necessary to carry out the Services in accordance with this Contract.

23.6 Security Clearance

- 23.6.1 The Contractor shall appoint a person (Security Liaison Officer) to be responsible, in consultation with such representative as the Authority may designate, for the implementation of all security arrangements concerning the Contractor's employees and those of the Sub-Contractors, the area in which they are employed, their offices and their equipment. The Security Liaison Officer shall also be responsible for the training and supervision of the Contractor's employees and agents of the Contractor and Sub-Contractors to ensure that appropriate security regulations are met.
- 23.6.2 The Contractor acknowledges that Security Clearance will be required for all Assigned Employees. Accordingly, the Contractor shall ensure that all Assigned Employees have the necessary probity and are Security Cleared to the appropriate level prior to being engaged in relation to the Services by application to the Defence Vetting Agency (or other issuing body from time to time).

23.7 Key Positions

- 23.7.1 The Contractor acknowledges that the Key Positions are essential to the proper provision of the Services. The Contractor shall ensure that all Key Positions are filled at all times during this Contract with adequate trained and qualified personnel. Appointment and removal of people appointed into Key Positions shall require the prior approval of the Authority (which shall not be unreasonably withheld).
- 23.7.2 The Authority may refuse admission to or require the removal of any person engaged in the performance of the Contract. If so required by the Authority the Contractor shall (or shall procure that a Sub-Contractor shall) promptly remove the person concerned and replace that person with a suitably qualified and competent replacement (unless the Authority and the Contractor agree a replacement is unnecessary). The decision of the Authority on whether any person is to be refused admission or removed shall be final and conclusive and the Authority shall not be obliged to give reason for its decision.
- 23.7.3 Where the Authority refuses admission to or requires the removal of any person in accordance with Condition 23.7.2 the Contractor shall not, and shall procure that Sub-Contractors shall not, employ such person again in the performance of the Services without the prior written consent of the Authority.

23.8 Reporting Obligations

- 23.8.1 The Contractor shall provide to the Authority's Representative a Monthly Report within 10 Working Days from the end of each Month which shall include (without limitation) in accordance with Annex I;
 - 23.8.1.1 written confirmation from the Contractor that the Contractor has complied with all of its obligations under this Contract.
 - 23.8.1.2 a Performance Monitoring Report for the relevant Month.
 - 23.8.1.3 a report on actual progress as against the Tasks and the Milestones.
 - 23.8.1.4 any particular problems, concerns or difficulties that the Contractor envisages may affect meeting any of its obligations under this Contract.
 - 23.8.1.5 such information, as may reasonably be required from time to time by the Authority, to establish that the Contractor has complied with all of its obligations pursuant to this Contract.

23.9 Supply Chain Management

- 23.9.1 The Contractor warrants and undertakes to the Authority that it has and throughout the Contract Duration will have a process for and will carry out in accordance with that process Supply Chain Management.
- 23.9.2 The Contractor may Sub-Contract any or all of the Tasks; however the Contractor cannot delegate the responsibilities of the Contractor to the supply chain.
- 23.9.3 The Contractor shall be responsible to the Authority for all acts and omissions of the Contractor Parties as if such acts or omissions were acts or omissions of the Contractor and the Authority shall be responsible to the Contractor for all acts and omissions of the Authority Parties as if such acts or omissions were acts or omissions of the Authority.
- 23.9.4 The Contractor shall provide to the Authority on request the following information:
 - 23.9.4.1 details of any Sub-Contract and/or warranty between the Contractor and any Sub-Contractor.
 - 23.9.4.2 details of any incentives provided by the Contractor to the Sub-Contractors in order that they work together as a team to the benefit of the Authority.

24. **Transfer of Undertaking (Protection of Employment) Known as TUPE**

Application of the Transfer Regulations on commencement

- 24.1 It is the Parties' view that the Transfer Regulations will not apply on the commencement of this Contract. In the event that a claim or allegation is made by an employee or former employee of the Authority (an "Unexpected Employee") that he has or should have transferred to the Contractor and/or any Sub-Contractor by virtue of the Transfer Regulations (or any similar legislation enacting the Acquired Rights Directive outside the UK) and this Contract, the Party receiving the claim or allegation shall notify the other Party in writing within twenty Business Days of receiving written notification of the Unexpected Employee's claim or allegation, whereupon:
 - 24.1.1 the Authority shall, as soon as reasonably practicable, offer (insofar as it is permitted) and/or confirm continued employment to the Unexpected Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
 - 24.1.2 in the event that the Unexpected Employee's claim or allegation is not withdrawn or resolved the Authority shall notify the Contractor (who will notify any Sub-Contractor who is a party to such claim or allegation), and the Contractor or Sub-Contractor shall either employ the Unexpected Employee or as soon as reasonably practicable, serve notice to terminate the Unexpected Employee's employment in accordance with his contract of employment; and
 - 24.1.3 the Authority shall effect an adjustment to the Contract Price which has the effect of reimbursing the Contractor for any of the following liabilities incurred by the Contractor or Sub-Contractor in dealing with or disposing of the Unexpected Employee's claim or allegation:

- 24.1.3.1 any additional costs of employing the Unexpected Employee up to the date of dismissal where the Unexpected Employee has been dismissed in accordance with Condition 24.1.2 above;
- 24.1.3.2 any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Employee;
- 24.1.3.3 any liabilities relating to the termination of the Unexpected Employee's employment provided the Contractor or Sub-Contractor has used reasonable endeavours to carry out the termination fairly and in accordance with all statutory obligations;
- 24.1.3.4 any liabilities incurred under a settlement of the Unexpected Employee's claim which was reached with the express permission of the Authority;
- 24.1.3.5 reasonable administrative costs incurred by the Contractor or Sub-Contractor in dealing with the Unexpected Employee's claim or allegation, subject to a cap per Unexpected Employee of £5,000; and
- 24.1.3.6 legal and other professional costs reasonably incurred.

Application of the Transfer Regulations on termination

- 24.2 It is the Parties' view that the Transfer Regulations will not apply on termination or expiry of this Contract. In the event that a claim or allegation is made by an employee or former employee of the Contractor or any Sub-Contractor (an "Unexpected Subsequent Transferring Employee") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations (or any similar legislation enacting the Acquired Rights Directive outside the UK), the Party receiving the claim or allegation shall notify the other Party in writing within twenty Business Days of receiving written notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:
- 24.2.1 the Contractor or Sub-Contractor shall, as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
 - 24.2.2 in the event that the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) or New Provider shall either employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with their contract of employment; and
 - 24.2.3 the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - 24.2.3.1 any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with Condition 24 above;
 - 24.2.3.2 any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - 24.2.3.3 any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment provided the Authority and New Provider has used reasonable endeavours to carry out the termination fairly and in accordance with all statutory obligations;
 - 24.2.3.4 any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor;
 - 24.2.3.5 reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - 24.2.3.6 legal and other professional costs reasonably incurred.

Contracts (Rights of Third Parties) Act 1999

- 24.3 A New Provider or a sub-contractor of a New Provider may enforce the terms of Condition against the Contractor or an Employing Sub-Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 24.4 The consent of a New Provider or any of its sub-contractors is not required to rescind, vary or terminate this Contract.
- 24.5 Nothing in Condition 24.3 shall affect the accrued rights of the New Provider or any of its sub-contractors prior to the rescission, variation, expiry or termination of this Contract.

Enforcement of Employment Provisions

- 24.6 Each party undertakes, if a claim, demand or action is made or threatened that may give rise to a claim for indemnity under this Schedule then that party shall as the case may be:
- 24.6.1 give the indemnifying party promptly all reasonable co-operation, assistance and information which may be relevant to the claim, demand or action; and
- 24.6.2 not admit, defend, compromise, negotiate or settle the claim or action without the consent of the indemnifying party (such consent not to be unreasonably withheld) in writing.

25. Termination

- 25.1 In addition to the Authority's right of termination under other conditions, the Contract or any part thereof may be terminated at any time subject to one month's notice in writing to the Contractor. Where appropriate the Authority may require the Contractor to furnish a report covering work done to date of termination with such recommendations as may be possible at that stage. The Authority's liability shall be confined to payment within the provisions of the Contract for work done to date of termination including preparation of a report where required.
- 25.2 In addition to the Authority's rights of termination under other conditions, the Tasks approved under Item 2 of the Schedule of Requirements or any part thereof may be terminated by the Authority at any time subject to one month's notice in writing to the Contractor. The Authority's liability shall be confined to payment, within the provisions of the Task, for work done to the date of termination including preparation of a report where required.
- 25.3 In addition to the above rights, the Authority shall have the right to terminate an approved Task, in whole or in part, at any time, by written notice to the Contractor, should the Authority determine, after consultation with the Contractor, to which the Authority shall pay due regard, that:
- 25.3.1 The work cannot be completed in accordance with the Task within the timescales specified in the Task, or
- 25.3.2 In accordance with DEFCON 524 and DEFCON 525 the work does not meet the requirements of the Task, or
- 25.3.3 The Contractor and/or his Assigned Employees shall neglect to execute the work with due diligence and expedition, or shall consistently refuse or neglect to comply with any reasonable orders given by the Authority or his authorised representative in connection with the work, or shall contravene the provisions of the Task.
- 25.4 In the event that an approved Task is terminated in accordance with Condition 25.3.1 above, then the Authority may agree a settlement with the Contractor which shall consider the value to the Authority of the work done to date of termination.
- 25.5 In the event that an approved Task is terminated in accordance with Conditions 25.3.1 or 25.3.2 above, then the Authority may replace that part of the Task so terminated by procurement from an alternative source, in which case any amount by which the cost of such procurement reasonably exceeds the amount that would have been paid to the Contractor in respect of the terminated part of the Task shall be recoverable from the Contractor, together with any payments already made in respect of the terminated part of the Task.
- 25.6 Where appropriate the Authority may require the Contractor to furnish a report covering work done to date prior to the date of termination, with such recommendations as may be possible at that stage.
- 25.7 In no circumstances will the Authority's liability under this Condition 25 exceed the value of the approved Task.

25.8 The Authority's rights hereunder shall not be exercised unreasonably.

26. Termination on Supplier's Insolvency

26.1 Without prejudice to any other rights or remedies of the Authority under this Contract the Authority shall have the right forthwith to terminate the Contract by written notice to the Contractor or his trustee in bankruptcy or receiver or (if a company) liquidator or administrator if the Contractor shall have a receiver appointed over all or a substantial part of his or its assets or (if an individual) be declared bankrupt or (if a company) shall go into liquidation or have an administrator appointed to manage its affairs.

26.2 The Contractor is required to notify the Authority as soon as they are aware, if it (or its sub-contractors) are made aware that such proceedings are threatened or likely.

27. Investigations

The Contractor shall promptly notify the Dstl Commercial Officer (See Box 1 of Appendix to Contract) in writing if any investigations are instigated into the affairs of the Contractor, its Partners or key managers, under the Companies, Financial Services or Banking Acts; any police or Serious Fraud Office commence formal Investigations into possible fraud, any involvement in DTI investigations, and enquiries into the affairs of others or any investigations which might result in public criticism or action against the Contractor.

28. Cooperation by Parties

Each Party agrees to cooperate with the other in the fulfilment of the purposes and intent of this Contract.

29. Key Performance Indicators (KPIs)

The Contractor's service performance shall be measured in accordance with the Key Performance Indicators (KPI) detailed at Annex G. Reporting mechanisms will commence on 01 December 2015 following agreement of the reporting mechanisms by both parties.

SECTION 3 – STATEMENT OF REQUIREMENTS

Statement of Requirement Title	Analysis Support Construct
<p>1. Executive Summary</p> <p>The aim of the Analysis Support Construct (ASC) is to provide a flexible, enduring and responsive contracting mechanism to support Defence and Security decision-making based on appropriate scientific analysis and evidence, enabled by the breadth of relevant capabilities which exist across Industry and Academia.</p> <p>The ASC covers three broad areas:</p> <ul style="list-style-type: none">• Strategy, Policy and Enterprise Level Decision Support: analysis to support the development of strategy and policy options and planning the cost-effective balance of capabilities required to robustly deliver Defence and Security objectives.• Capability and Investment Decision Support: analysis to support capability generation, development, acquisition and use.• Development and maintenance of enduring Analysis capabilities¹, including Methods, Models and Tools. <p>There will be a need for knowledge transfer within and between these areas to promote coherence.</p> <p>Dstl is seeking to appoint, via competition, a Prime Contractor to manage and deliver the analysis decision support work described in this document, delivering agile, timely and effective defence and security work, by building and managing a robust supply chain and providing appropriate technical assurance.</p> <p>Putting such an overarching construct in place will enable Dstl analysts to be supported by Industry and Academia to undertake the required scope and volume of work in these areas, permitting an appropriate degree of Dstl / supplier base interworking as part of a combined team, promoting mutually beneficial relationships, and safeguarding and developing the supplier base capability in this area.</p> <p>The ASC will operate in order to deliver the required flexibility and responsiveness and tasks will be let on an individual basis with specific requirements identified via a task-specific Statement of Requirement (SoR) under this single overarching construct.</p> <p>The technical construct of tasks will vary according to specific requirements. Elements of the following considerations may apply in each case:</p> <ul style="list-style-type: none">• Tasks may include designing and leading studies as well as delivering technical elements.• Examples of the techniques which might need to be applied include: simulation modelling, mathematical modelling, trials, experimentation, exercises, wargames, facilitated problem structuring / decision support methods, statistical analysis and historical case study analysis.• Analysis tasks may be required to consider a range of timeframes, from the present day to 30+ years (e.g. when considering future trends or supporting long lead-time procurements).• Some tasks may need to be conducted in very short timescales, e.g. where analysis for decision support is required urgently. <p>The prime focus of activities under this construct is to enable and provide decision-support to decision-makers in the UK Ministry of Defence. However, it is anticipated there will also be requirements to provide similar support to decision makers across Government, concerning Defence and Security aspects of Foreign Affairs and National Security matters.</p>	

¹ Some MM&T development may also be required as an integral part of any task placed in the Strategy, Policy and Enterprise Level, or Capability and Investment Decision Support areas.

<p>2. Introduction – Overall Aim / Background / Scope and Boundaries / Objective(s) of this SoR.</p> <p><i>a. Aim</i></p> <p>To provide a flexible, enduring and responsive contracting mechanism for the conduct of Decision Support tasks by Industry and Academia. This overarching Statement of Requirement (SoR) outlines the scope and conduct of tasks fitting within the overall requirement; task specific SoRs will define the exact scope of each task to be placed under the overarching construct.</p> <p><i>b. Background</i></p> <p>Decision support activities are key to providing MOD and wider Government with advice on:</p> <ul style="list-style-type: none"> • The development of strategy and policy options. • Planning the cost-effective balance of capabilities required to robustly deliver Defence and Security objectives. • Capability generation, development, acquisition and use. <p>MoD's research in these areas, in recent years has predominantly been undertaken by Dstl who, in 2012, introduced three specialist contracts: Think Tank; Cost Analysis; and OA Capabilities. These contracts have worked well but are due to end in 2015, which has provided an opportunity to refresh the scope and requirements of the contracts in line with Dstl's evolving requirements.</p> <p>Increasing demand at senior levels for evidence-based decision making is driving up demand, often at short notice, for analytical support. Dstl's policy is that work should be placed externally unless there is a compelling reason to deliver in-house. A review of market skills and capability has identified external resource capable of delivering components of MOD's Decision Support needs. Furthermore, in response to Civil Service reform, Dstl is planning to reduce its in-house analytical capability. This all drives an increasing need for capacity, agility and responsiveness in the external supply chain.</p> <p>Dstl is seeking to appoint, via competition, a Prime Contractor to manage and deliver the analysis decision support work described in this document. The appointed partner will be responsible for delivering agile, timely and effective defence and security research, by building and managing a robust supply chain and providing appropriate technical assurance. This will require an emphasis on scientific excellence, and building partnerships to champion and exploit research, skills and capabilities. They will develop effective partnerships and exploitation routes to channel innovative and novel solutions to address current and emerging problems, and with Dstl, be jointly responsible for ensuring research integration and exploitation.</p> <p>The skills and domain knowledge required to answer the attendant questions will often require formation of multi-disciplinary teams to provide the necessary breadth of skills, requiring Dstl to draw on a broader pool of expertise, including external Subject Matter Experts. The need to solve demanding problems also requires the development of Methods, Models and Tools (MM&T) exploiting the latest advances in analytical techniques from all available sources.</p> <p>Whilst Dstl will continue to take the intellectual lead on such analysis, and will continue to be the first port of call for customer requirements, there is a requirement to grow a community across Dstl, Industry and Academia with a shared understanding of these problems and the domain knowledge required to address them. The current fragmented model of tasking suppliers independently for each problem does not facilitate this, so an appropriate commercial construct is required to provide the mechanisms necessary for coherent and cost-effective delivery and capability development.</p> <p><i>c. Scope and Boundaries</i></p> <p>Excluded from the scope of this contract is the requirement for contingent labour and common goods and services which is procured through the Crown Commercial Services (CCS) Frameworks.</p> <p>Dstl is seeking a Prime Contractor to manage, lead and deliver the portfolio defined herein. The Prime</p>

Contractor will:

- Have excellent stakeholder management skills and a track record of analysis management.
- Be active in the Defence and Security Decision Support environment, with a track record of delivery with scientific and technical excellence.
- Be able to help shape and direct analysis requirements, and identify future challenges.
- Be able to identify complex problems buried in tactical requirements.

Dstl therefore wishes to develop a strong working relationship with the selected Prime Contractor, deriving mutual benefit through joint commitment to common goals. The relationship should be characterised by trust and openness, be underpinned by shared values and priorities, and have a commitment and focus on delivering clear outcomes that support MoD's requirements.

Proactive communication, including with stakeholders and suppliers, will be fundamental to the relationship at all levels. The macro and micro impacts of all changes must be considered and context sensitive communication initiated with all internal and external stakeholders. Expectations must be managed to minimise disruption.

Putting such an overarching construct in place will enable Dstl analysts to be supported by Industry and Academia to undertake the required scope and volume of work in this area, including the ability to work as a combined analysis team where required. Tasks will be let on an individual basis with specific requirements identified for each via a task-specific SoR under this single overarching construct; they will need to be conducted to appropriate technical and quality assurance standards.

The benefits to MoD of this relationship are as follows:

- Increased access to a wider range of suppliers, which can be continually refreshed.
- Enhanced knowledge base and access to innovative solutions, state-of-the-art techniques and world leading researchers.
- Enhanced opportunities to leverage existing analytical capability across UK and international partners and maximise their inward investment.
- Provision of a flexible contracting mechanism that may be used to deliver 'cross department and subject area requirements.
- Provision of a co-operative contracting mechanism in line with government/MoD strategies on procurement, competition, supply and resource provision
- Exploitation of high quality decision support analysis.

In order to achieve the aim described herein, Dstl have identified 3 priority areas that will form the basis of the Construct:

Strategy, Policy and Enterprise Level decision support

The Strategy, Policy and Enterprise Level decision support will provide analysis to support senior and operational decision makers across Defence and Security. Areas of interest include:

- Identifying geo-political drivers, regional contexts, futures and trends.
- Development, analysis and testing of Defence and Security strategy and policy options.
- Development of Enterprise level / force structure options to meet and test strategy and policy guidance within budget, affordability and other constraints.
- Understanding the cost-effective balance across capability perspectives (e.g. manpower, equipment, enablers, training) at the whole force / enterprise level.
- Scenario development and future / historical scenario assessment.

Capability and Investment decision support

Capability and Investment Decision Support studies provide analysis to support decision makers with capability planning and delivery options for capabilities within current and future force structures, as well as for the business space (which includes back-office support, organisations, systems and

processes) across and within air, land, maritime and joint environments. This embraces enabling capabilities (“the enablers”), as well as assessment across the breadth of Defence Lines of Development (DLODs)² and their equivalents in the broader security environment. Areas of interest include:

- Development of system, force element and enabler capability options, including collection and collation of necessary and sufficient cost and performance data.
- Assessment of the appropriate balance between individual capabilities and associated force elements and enablers within a domain.
- Defining the necessary missions (roles, tasks and vignettes) for individual systems, capabilities, force elements and enablers to meet scenario and broader requirements.
- Assessment of the cost effectiveness / cost benefit of alternative capability investment options and organisation / process / business space constructs.
- Generating evidence in support of capability acquisition Business Cases³.

Models, Methods and Tools development

In order to support the conduct of Analysis tasks, Dstl requires the ability to:

- Provide Statistical model development and analysis support to a wide variety of Programmes and Studies.
- Conduct problem structuring / formulation and review of a given analysis toolset to identify and prioritise gaps in current capability and opportunities to improve future capability.
- Improve the scope and quality of the existing analytical toolset for example to better represent important factors, or to increase efficiency.
- Develop new tools / techniques to satisfy identified gaps in capability, exploring and incorporating new and emerging tools and techniques where appropriate.
- Conduct Quality Assurance, Validation and Verification (V&V) of analysis models and tools and produce associated documentation.
- Provide ongoing management of the models supporting data population and configuration and operation of the models in support of analysis studies.

Any specific constraints, standards and licences that need to be considered or met will be specified in task-specific SoRs.

The nature of the work conducted through the ASC is such that Dstl may want to retain technical leadership of tasks, particularly at the strategy, policy and enterprise level. In some instances supplier involvement may also be restricted for sensitivity and security reasons. Nevertheless, Dstl's overall intent is to grow supplier involvement from undertaking niche analysis support activities to having a fuller role in examining Defence and Security questions. The reasons for doing so include: a desire to increase the role of external suppliers to meet the demand for analysis, and developing a more open approach which incorporates alternative perspectives.

The studies may require a mix of MOD or supplier owned assets; they may require suppliers to spend time working at MOD or other premises, or to host MOD employees for aspects of the work. These requirements will be specified in individual task SoRs.

The prime focus of activities under this construct is to enable and provide decision-support to decision-makers in the UK Ministry of Defence. However, it is anticipated there will also be requirements to provide similar support to decision makers across Government, concerning Defence and Security aspects of Foreign Affairs and National Security matters.

² They consist of TEPIDOIL – Training, Equipment, Personnel, Information, Doctrine & concepts, Organisation, Infrastructure, Logistics; also Interoperability, which is an overarching DLOD.

³ Examples of these are Annual Budget Cycle (ABC) submissions, Genesis Options, Review Notes and Initial or Main Gate Submissions.

d. Objective(s)

To put in place an overarching contracting mechanism

The purpose of the Analysis Support Construct (ASC) is to provide a flexible, enduring and responsive contracting mechanism that enables the efficient, effective and timely placement and delivery of specific analysis tasks with industry and academia. It should permit an appropriate degree of Dstl / supplier base interworking, promote mutually beneficial relationships, and safeguard and develop the supplier base capability in this area.

3. Requirement(s)

a. Mandatory / essential requirements

Construct Management Requirement

The Contractor shall provide the ability to respond in a timely manner to Defence and Security decision support research needs across three broad analytical areas:

- Strategy, Policy and Enterprise Level Decision Support: analysis to support the development of strategy and policy options and planning the cost-effective balance of capabilities required to robustly deliver Defence and Security objectives.
- Capability and Investment Decision Support: analysis to support capability generation, development, acquisition and use.
- Development and maintenance of Analysis capabilities, including Methods, Models and Tools.

This contract shall deliver predominantly against decision support requirements from across the Dstl business, MOD and potentially wider government. It will generate and maintain the required underpinning analytical capabilities and provide advice on:

- The development of strategy and policy options.
- Planning the cost-effective balance of capabilities required to robustly deliver Defence and Security objectives.
- Capability generation, development, acquisition and use.

The Contractor shall provide a flexible mechanism for the provision of research, project delivery and technical support in the areas outlined above. These mechanisms should be achieved by building effective links and associated sub-contracting mechanisms across the supply chain, drawing on relevant expertise throughout Industry and Academia, including Small-to-Medium Enterprises, who can partner with MoD and its stakeholders. The mechanism will allow the supply base to be agile and reconfigurable, and refreshed, throughout the contract lifespan, ensuring that the wider Ministry of Defence (MoD) has access to innovative solutions and robust technical advice.

Technical assurance will form a critical responsibility for the contractor; therefore it is imperative that the Prime Contractor has access to suitably qualified and experienced staff. Technical leadership, governance and experience are a pre-requisite to integrate any sub-contractor inputs and deliver to the overall requirement. Governance and assurance mechanisms should be transparent and auditable and there must be community visibility of policy, process and deliverables. Alongside technical assurance the contractor will be expected to demonstrate strong risk management and financial controls, demonstrating value for money and a deep appreciation for timely delivery within the confines of agreed quality standards.

The Contractor shall have an established track record in programme management, formulation and delivery, supported by appropriate research and technology organisations and academia. Strong links with Dstl and MoD stakeholders are also required to drive exploitation and maintain coherence.

Strategy, Policy and Enterprise Level Decision Support - illustrative questions / topics

Tasks placed under this element of the SoR are likely to fall within the following range of illustrative questions / topics, which have been grouped into analysis areas. The actual requirements for each task will be specified in a task-specific SoR.

Identifying and assessing the impact of geo-political drivers, regional contexts, futures and trends:

- What is the possible impact of strategic drivers (e.g. global warming) and emerging / disruptive technical capabilities on the prevalence, nature and location of future conflict?
- What are the implications of long term strategic trends (e.g. in PESTLEM areas⁴) on UK Defence and Security?
- What are the benefits and commitments resulting from Strategic International Alliances and Partnerships?
- What are the key constraints on UK freedom of action and choice?
- What are the UK's national security interests and what are their relative priorities?

Development, analysis and testing of Defence and Security strategy and policy options:

- What are the broad policy, financial and risk implications of current Defence and Security strategies⁵ and possible changes to them?
- What empirical or historical evidence can we generate to assess the strengths and weaknesses of candidate Defence and Security strategy and policy options?
- What are the financial and force structure implications of possible changes to Defence strategy (e.g. changes to Military Tasks (MTs) and postures)?
- What is the value and cost of developing strategic understanding?
- How can we best deter, coerce and (re)assure others using a range of cross-government / international levers?
- Evaluate the affordability of a force structure which can deliver Defence Policy requirements across a range of planning scenarios and associated concurrency assumptions.
- What benefits are achieved by international engagement activities conducted by Defence, diplomacy and other means?
- What are the broad policy and financial implications of changes to the National Security Strategy (NSS)?
- Support the development of the National Security Risk Assessment and assess the implications of that Assessment.

Development of enterprise level / force structure options to meet and test strategy and policy guidance within budget, affordability and other constraints:

- What is the impact of changing Defence and Security strategy on Defence Planning Assumptions and force structures?
- What are the force development implications of the Armed Forces being used to provide homeland resilience (Military Task 4 - support to civilian emergency organisations in times of crisis)?
- How can we achieve an affordable force structure whilst delivering Defence policy requirements across a range of planning scenarios and associated concurrency assumptions?
- What is the optimum balance of capabilities within the force structure to deliver defence requirements more efficiently, cost-effectively and adaptably across a range of military tasks?
- What is the required contribution of UK joint forces as part of an integrated approach operating with other levers of power, either combined with, or possibly independent of, coalition forces?
- Undertake cost profiling of alternative force structures.
- How could we best deliver International Defence Engagement through elements of the Defence force structure?
- What are the implications of changing National Security Strategy and Policy and threats on the need for enterprise level homeland security capabilities?
- How effective, agile and robust are National Security crisis response plans?

⁴ PESTLEM – Political, Economic, Social, Technological, Legal, Environmental and Military.

⁵ e.g. The Strategy for Defence, National Security through technology, National Strategy for Maritime security, International Defence Engagement Strategy

- What is the likely enterprise level effectiveness of security capabilities in the context of risks to the critical national infrastructure?

Understanding the cost-effective balance across capability perspectives (e.g. manpower, equipment, enablers, training) at the whole force / enterprise level:

- Conduct cross-domain Balance of Investment (e.g. cross-domain C4ISR or Cyber BOI).
- How should military forces achieve desired levels of readiness and effectiveness?
- Examine the cost and effectiveness trade-offs between factors affecting force generation.
- How should military forces be supported with enablers such as C4ISR, logistics, infrastructure and medical support?
- How do we ensure that defence and security personnel are sufficiently qualified and equipped to operate across a range of military operations?
- What are the drivers and implications of changing the balance between regulars, reserves, contractors and civilians?
- What is the most cost-effective mix of collective training?
- How can Defence do better on energy consumption?

Scenario development and future / historical scenario assessment:

- Development and assessment of scenarios to support force development, contingency operations and National Risk Assessment planning.
- What are the most effective ways of combining use of UK and coalition force elements to deliver desired military effects in a campaign context?
- Use of campaign-level historical analysis, and / or associated case study research, to identify enduring success factors.
- How can we characterise, collate and define the performance of threat forces in future scenarios?

Capability and Investment Decision Support - illustrative questions / topics

Tasks placed under this element of the SoR are likely to fall within the following range of illustrative questions / topics, which have been grouped into analysis areas. The actual requirements for each task will be specified in a task-specific SoR.

Development of system, force element and enabler capability options, including collection and collation of necessary and sufficient cost and performance data:

- What is the current and planned Programme & Capability baseline (risk / cost / effectiveness)?
- What are the possible options and opportunities over time, across the DLODs (x-DLOD), for treating current, anticipated and potential capability gaps (includes industry survey, technology watch, horizon scanning, access to the wider international science and technology base, cost analysis etc.)?
- What opportunities are there to employ new technologies / x-DLOD capabilities to improve operational / business effectiveness and agility and / or reduce costs?
- What capability issues are envisaged in timeframes beyond those covered by the near term MOD Policy or Strategy timeframe (e.g. to give early indication of potential long-lead procurement requirements)?
- How could Training and operational Tactics, Techniques & Procedures (TTPs) be improved to enhance capability (individual platforms, weapon systems, enablers, force packages etc.)?

Assessment of the appropriate balance between individual capabilities and associated force elements and enablers within a domain:

- What capability could be delivered by alternative force mixes, fleet mixes, architectures or business

space options (at fixed cost or fixed effectiveness)? (Support to capability planning, capability delivery and fleet management).

- What is the most appropriate Balance of Investment across broad capability areas within a single domain (Land, Sea, Air, Joint, or other Government)?
- What is the most appropriate Balance of Investment between / across a set of alternative capability / business options to meet defined effectiveness, performance and / or cost requirements?

Defining the necessary missions (roles, tasks and vignettes) for individual systems, capabilities, force elements and enablers to meet scenario and broader requirements:

- What are the specific Capability demands implied by, and broader Capability implications of, UK Defence & Security Policy?
- What are the particular characteristics of contextual scenarios which drive capability requirements, and how should such scenarios be grouped / selected to ensure appropriate analytical coverage?
- What is the demand for Capability to enable cost-effective operation of the Business Space?
- Given the current and planned Programme & Capability baseline, what are the gaps in capability against policy / business space requirements over time (Capability Audit)?
- What is the operational or tactical impact of a given capability gap?
- What level of capability is required to fill a given gap and how does this evolve with time (Support to Capability Planning)?
- How should we specify the capability required from future acquisitions / interventions to meet identified capability gaps (Requirements Definition and management - URD, SRD development)?
- How is the level of capability delivered impacted by changes in threat or threat assumptions (individual platforms, weapon systems, enablers, force packages, security systems etc.)?
- How should existing or proposed capabilities be used and / or managed more effectively to meet operational or business space needs?
- What are the risks (absolute / relative) of alternative capability investment choices (e.g. to survivability, capability, mission success, campaign outcome)?

Assessment of the cost effectiveness / cost benefit of alternative capability investment options and organisation / process / business space constructs:

- What level of effectiveness or benefit can be delivered by a given capability (individual platforms, weapon systems, enablers, force packages etc.)?
- What trades can be made to deliver capability more cost-effectively across all DLODs?
- What are the capability benefits of alternative investment courses of action?
- What are the alternative architectural (enterprise / system of systems), process or organisational constructs for the provision of capability, and what are their cost-capability implications?
- What is the most appropriate means of assessing the effectiveness of specific capability options, from across the breadth of available techniques (including for example: simulation modelling, mathematical modelling, softer analysis methods, trials, experiments, tactical level exercises, and wargames), and what design of method / Concept of Analysis should be adopted?
- What should the priorities be for investment in research to support future capability delivery?

Generating evidence in support of capability acquisition Business Cases.

- How do alternative investment decision options compare from a cost-effectiveness perspective (Combined Operational Effectiveness & Investment Appraisals (COEIA) x-DLOD covering platforms, systems, sub-systems, mid-life updates, capability sustainment, infrastructure, training, etc.)?
- What are the absolute and relative costs (WLC / NPV / EAC⁶ etc.) of alternative capability investment options or force / fleet choices?
- What other contributory factors might influence identified investment decisions?
- How should the benefits realised by implementing investment decisions be measured and tracked?

⁶ Whole Life Cost, Net Present Value and Equivalent Annual Cost

- What are the cost-capability benefits realised by past investment decisions; how do they compare with projections?
- What historical evidence can be identified to support requirements generation and candidate capability / investment options?
- How can operational data best be used to support decisions, given its strengths and weaknesses?

Models, Methods and Tools development - illustrative topics

Tasks placed under this element of the SoR are likely to fall within the following range of illustrative topics, which have been grouped into analysis areas. The actual requirements for each task will be specified in a task-specific SoR.

Statistical model development and analysis support to a wide variety of Programmes and Studies

- Support to Dstl projects requiring:
 - Rigorous and defensible approaches to experimental design and analysis:
 - Analysis and analysis support.
 - Statistical Methodology development and application.
 - Data analysis tools and communication techniques.
 - Probabilistic model development.
 - Data fusion.

Conduct problem structuring / formulation and review of a given analysis toolset to identify and prioritise gaps in current capability and opportunities to improve future capability.

- Assessment of current and the likely future requirements for the analysis toolset.
- Assessment of the priority of gaps and recommendations for tasks to improve the capability.
- Assessment and knowledge of the current and emerging state-of-the-art capabilities.
- Identification of key parameters, approaches and factors relevant to analysis models.

Developing and maintaining existing analysis models / tools to improve the scope and quality of the analytical toolset for example to better represent important factors, or to increase efficiency.

- Improve the scope and quality of existing tools both to improve the representation of extant and emerging factors.
- Improve the performance of existing tools by increasing the efficiency by, for example, improved coding and bug fixes.

Develop new tools / techniques to satisfy identified gaps in capability, exploring and incorporating new and emerging tools and techniques where appropriate.

- Provide assessment, evaluation and recommendations regarding new, emerging tools or techniques proposed by either Dstl or via this construct as having the potential to contribute to the collective toolset.
- Scope and define future tools, cognisant of data requirements and availability: research, define and provide statements of requirement / user & system requirement documents for models and tools that will improve the performance of the suite.
- Construct and integrate new tools: construct: test, verify and validate new tools, including integration with the existing suite.
- Development of models to support campaign, mission, and system-effectiveness modelling of defence scenarios / contexts.

- Development of Balance of Investment, costs, risk-based and pan-DLOD modelling of defence problems.

Conduct Quality Assurance, Validation and Verification of analysis models and tools and produce associated documentation. Validation tasks may require work at Dstl sites on Dstl systems due to the need to access potentially sensitive data.

- Use of robust testing and assurance processes for model Verification.
- Conduct of appropriate model Validation to ensure fitness for purpose.
- Production of relevant documentation (e.g. user guides, software guides, model test plans, V&V logbooks).

Provide ongoing management of the models supporting data population and configuration and operation of the models in support of analysis studies. These tasks may require work at Dstl sites on Dstl systems.

- Provision of guidance and documentation relating to the use of tools and toolset: research, document and update tool and analysis guidance and Validation documents.
- Maintenance of current tools: ensuring that the current toolset maintains its fitness for purpose.
- Update model datasets to reflect changes to assumptions over time and to allow study specific options to be explored.
- Conduct model runs to support analysis studies, documenting key data and assumptions and providing outputs to study teams.

ASC Skills required

The conduct of analysis and MM&T development tasks will be likely to require the use, and integration, of a wide range of analytical skills and techniques including:

- Communications skills.
- Design and management of analysis.
- Structured decision support and facilitation.
- Cost analysis and forecasting, ranging from Defence and force / enterprise-level down to capability / system / platform-level.
- Simulation modelling and model development.
- Design, planning, conduct and analysis of experimentation, trials and exercises: including use of virtual environments and wargames.
- Interpretative analysis – including historical conflict analysis and associated case study research.
- Conduct of wargames.
- Data and knowledge management.
- Optimisation and mathematical modelling and model development.
- Visualisation.
- Systems thinking.
- Geo-spatial analysis.
- Statistical methods (e.g. Bioinformatics, Bayesian influence, Image Processing, Data Mining and Machine Learning).

Problem domain knowledge

In addition to expertise examining the illustrative topics shown earlier, an ability to work across multiple disciplines in each of the four military Domains (Air, Land, Maritime, Joint) as well as the broader cross-government Defence and Security domain, will be required. This embraces enabling capabilities (“the enablers”), as well as assessment across the breadth of the DLODs and their equivalents in the broader security environment.

Other requirements

The contract will be managed in accordance with the detail given in Section 8 and appropriate milestones,

outputs and associated payment terms will be specified by the authority for each task. Task-specific Assumptions, Dependencies and Constraints will also be specified, which may for example include mandating the use or incorporation of a Dstl owned model or capability for a particular study.

The required location for the work to be conducted will also be specified for each task by the authority. It may be a combination of work based at the supplier's own premises and work based on MOD or other Government premises: this will depend on the facilities required by the work; requirements to liaise with stakeholders or attend formal meetings; requirements for Supplier and MOD / Government personnel to work as a collaborative team on a common site; and any need to access sensitive information that cannot be released by MOD. Associated SHEF requirements will also be specified.

Any requirements to host supplier task on Dstl or other Government sites will be incorporated as Government Furnished Facilities (GFF) under the contract.

b. Desirable requirements

Any desirable requirements will be specified for each task.

4. Deliverables

Specific deliverables will be identified for each task by the Dstl Project Manager. These will range from specialist, technical reporting to customer-focused reports, presentations and web-based reference material. Technical deliverables might include: model and method descriptions and user guides; Master Data and Assumptions Lists; Concepts of Analysis; Experimental Designs; V&V status reporting; and knowledge bases. Deliverables will be detailed in each task-specific SoR, but will generally include one or more of the following formats:

- A report of the work undertaken, to the level of detail specified for each task. This will give the key findings of the study and where required a description of the methods used. Reports should be provided in soft copy as both Microsoft Word documents and in PDF format by the date specified for each study. Where a task is required to support a specific MOD process, the report format will be required to conform to the needs of that process.
- Where a study has generated / collected / collated significant quantities of data which is inappropriate to deliver as Word or PDF documents, these should be delivered in a fully documented form as soft copies of, for example, excel spreadsheets or SQL databases. The specific form will be identified under the individual tasking.
- Verbal briefings of the key findings to an appropriate audience of MOD, Government and Dstl personnel on a date to be specified for each study. Soft copies of presentations in the form of annotated PowerPoint slides should be provided to Dstl ahead of any verbal briefings.
- Software Requirements Document produced to agree scope of any software produced for each task.
- Software Design Document produced to meet specifications outlined in the requirements document.
- Software tool developed in line with design document.
- User guide for each tool or technique developed in a specified format (e.g. stand alone document or incorporated within software tool).
- Verification report covering the testing process undertaken on the software.
- Validation and Verification logbook covering all V&V activities undertaken on the software.
- Timely reporting of management information under the contract including (Key Performance Indicators) KPIs.

All Reports included as Deliverables under the Contract, e.g. Progress and / or Final Reports etc. must comply with the Defence Research Reports Specification (DRRS)⁷ which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MOD.

5. Deliverable Acceptance Criteria

Review and acceptance of any deliverable reports will be undertaken by the Dstl Technical Partner. Dstl will

⁷ See <http://www.dstl.gov.uk/athenareportssubmission> for details.

inform the supplier of the outcome of the acceptance review for all of the deliverables within 20 working days of receipt and prior to the submission of an invoice to Dstl by the supplier. Exceptions to this will be specified in the relevant Task-specific SoR and in particular acceptance of complex Software models are likely to require a much longer acceptance period due to the need for configuration testing on Dstl's networks.

The required content of any deliverable output will be outlined for each task and the output will be rejected if it fails to meet the success criteria specified in the task SoR.

Dstl will also reject goods for reasons including the following:

- If goods are damaged / software is corrupted.
- If any deliverables have incorrect Copyright detailed on them.
- If deliverables are not fit for purpose.

Briefings should be reviewed with the Dstl Technical Partner and where appropriate the Military Advisor in the week preceding the briefing. Acceptance of the briefing will be on receipt of the final briefing material with any identified updates following the review, and on delivery of the briefing to the nominated audience.

6. Intellectual Property Rights (IPR)

All work will be fully funded and each task will be let with appropriate IP conditions applied to each deliverable, accounting for any requirements to share deliverables and underpinning data with IRC partners and other, future, suppliers where appropriate.

In appropriate cases the crown will own the IP, otherwise the contractor will own the IP and the crown will have broad access and use rights, which in some cases will include access to the source code of the deliverable software and other access rights especially for high TRL deliverables. The Prime contractor in each case will be responsible for ensuring the terms of any sub-contracts are compatible with those IP conditions, and will be required to inform the Authority in the event that it proposes to include background IP.

7. Government Furnished Assets (GFA)

Required GFA⁸ will be identified for each study and listed within the Tasking Form and their release along with the instructions for handling and disposing of such GFA. The issue of classified GFA will be supported by a Security Aspects Letter. In the case of Government Furnished Resources, the length of time such resources will be made available for and any requirements for suppliers to host them on their own facilities will also be specified.

GFA will be provided on the loan terms of weather contract embodiment item, contract support item, contract work item as specified within the Tasking Form.

8. Contract Management

Dstl will appoint an internal Project Manager for ASC who acts as Officer Accountable for the assigned project deliverables and budget. A Technical Partner who provides the main technical interface with the supplier, and where appropriate a Military Advisor, will be appointed to oversee each task. In some cases a wider Dstl team may be appointed to work alongside the suppliers on MOD, Government or supplier premises where a study requires this.

Regular meetings will be held with the appointed ASC suppliers to discuss work currently in progress and work anticipated to be required in the foreseeable future. Any discussions on future work as such meetings will be without commitment from Dstl, but should assist the supply chain to position itself to meet anticipated future requirements.

For individual tasks, a start-up meeting will be held with the successful supplier, with progress meetings to be held approximately every 3 months after the study start date, dependent on the duration of the study. Both meetings are to be minuted by the supplier.

⁸ This will include Government Furnished Equipment, Information, Facilities and Resources.

Further details are provided in the Contract Management Plan at Appendix 1 to Schedule 2 of this ITT.

9. End of Contract / Closure

At the end of each task, any classified task- specific GFA provided is to be destroyed, returned or stored for use in future specified tasks in accordance with the contract terms or in the case of classified GFA, as specified within the Security Aspects Letter.

ANNEX A – DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)

Ministry of Defence

Design Rights and Patents

(Sub-Contractor's Agreement)

THIS AGREEMENT is made the day of 20

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE
(hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with TBC (hereinafter called "the main contractor") a contract bearing the reference number DSTL/AGR/00TBC/01 (hereinafter called "the main contract") for TBC the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

- 1 The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.
- 2 No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of

the Sub-Contractor
(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

ANNEX B – DOCUMENT MARKING SCHEME**DOCUMENT MARKING SCHEME**

The following shall appear on the front page of DEFCON 705 – Full Rights Version Technical Deliverables:

DEFCON 705 Full Rights Version
Protective Marking
Copyright © insert Company name enter the year of production of the document
<p>CONDITIONS OF SUPPLY – FULL RIGHTS</p> <p>This document is supplied in confidence to Dstl in accordance with Contract No insert Contract No. The document comprises information proprietary to insert Company name and whose unauthorised disclosure would cause damage to the interests of insert Company name.</p> <p>The document is supplied to Dstl as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 11/02) and, except with the prior written permission of insert Company name, Dstl's rights of use and dissemination in the document are limited to those set out in Clause 12 of DEFCON 705 (Edn 11/02) for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to insert appropriate Company details.</p>

Note: If subcontractor information is included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the Prime Contractor, the text in brackets should be amended, in the first case, to refer to the subcontractor(s) by name in addition to the Prime Contractor and, in the second case, by referring to the companies concerned.

The following shall appear on the front page of DEFCON 705 – Limited Rights Version Technical Deliverables:

DEFCON 705 Limited Rights Version
Protective Marking
Copyright © insert Company name enter the year of production of the document
<p>CONDITIONS OF SUPPLY – LIMITED RIGHTS</p> <p>This document is supplied in confidence to Dstl in accordance with Contract No insert Contract No. The document comprises information proprietary to insert Company name and whose unauthorised disclosure would cause damage to the interests of insert Company name.</p> <p>The document is supplied to Dstl as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 11/02) and, except with the prior written permission of insert Company name, Dstl's rights of use and dissemination in the document are limited to UK government departments and to service providers as set out in Clause 14 of DEFCON 705 (Edn 11/02) for the use of Limited Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to insert appropriate Company details.</p>

Note: If subcontractor information is included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the Prime Contractor, the text in brackets should be amended, in the first case, to refer to the subcontractor(s) by name in addition to the Prime Contractor and, in the second case, by referring to the companies concerned.

21. ANNEX C – CONTRACTOR COMMERCIALLY SENSITIVE INFORMATION

CONTRACTOR COMMERCIALLY SENSITIVE INFORMATION

ITT Ref No:	
Description of Commercially Sensitive Information:	
Explanation of Sensitivity:	
Details of potential harm resulting from disclosure:	
Period of Confidence (if applicable):	
Contact Details for Transparency/Freedom of Information matters:	
Name:	
Position:	
Address:	
Telephone Number:	
email Address:	

ANNEX D – TASK APPROVAL FORM**Tasking Form Part A to ASC****TASKING FORM [TO CONTRACTOR]**

To: [Contractor]	From: Dstl,
-------------------------	--------------------

REQUIREMENT *(to be completed by Dstl Demand Owner)* **Date Quotation Required: XXXX**

Project Manager	_____	Technical Lead	_____
Task Title:	XXXX	Task/Change	XXXX
Required Start:	XXXX	Required End:	XXXX
Requisition No:	DSTLX-XXX		
Description:	[Insert description]		
Please see attached Dstl Extra Mural Research (EMR) Statement of Requirement (SoR)			

TASK DESCRIPTION AND SPECIFICATION *(to be completed by Dstl Demand Owner)*

Task to be completed under Firm Price ☐ Ascertained cost ☐ (at the Authority's discretion only)

Firm Pricing shall be in accordance with DEFCON 127 or DEFCON 643 or Ascertained Costs DEFCON 653.

Task to be completed under DEFCON 703 ☐ DEFCON 705 ☐ DEFCON 14, 90 and 91 ☐

RISK ASSESSMENT Completed Y/N

DEFCON 602A (Quality Plan) Y/N

DEFCON 76 (Contractor's Personnel on Authority's Premises) ☐

Statement of Requirement Reference no: (detail ownership, where background IPR is known, for each Deliverable).

Task Deliverable: Acceptance / Rejection Criteria

DEFCON 524 Rejection ☐ Period [Insert Days]

DEFCON 525 Acceptance ☐ Period [Insert Days]

DELIVERABLES *(to be completed by Dstl Demand Owner) (state what is required e.g. reports etc.)*

Interim Report ☐ **State how many if Interim** ____ **Final Report** ☐

Detail supply of any materials for each Deliverable:

ISSUE OF EQUIPMENT/MATERIAL/INFORMATION *(Tick all relevant boxes and detail what has been issued)*

Not Applicable ☐ **Government Furnished Equipment** ☐ **Government Furnished Information** ☐

Government Furnished Facilities ☐

Details of equipment / information / facilities:

Accounting for Government Property (DEFCON 694):

Contract Embodiment Item ☐ Contract Support Item ☐ Contract Work Item ☐

SECURITY CLASSIFICATION OF THE WORK *(A Security Aspects Letter (SAL) will be required in accordance with Dstl Security Guidance)*

UK OFFICIAL ☐ UK OFFICIAL SENSITIVE ☐ SECRET ☐ TOP-SECRET ☐

**Commercial
Contact**

**Contact
Number**

**Any Task placed as a result of your quotation will be subject to the Terms and Conditions of
Contract Number DSTL/AGR/XXXX/01**

Tasking Form Part B to ASC

TASKING FORM [Return from Contractor]

To: Dstl FAO: XXXX Tel: Fax:	From:
--	--------------

1. Proposal Reference (attached)

The proposal shall include, but not be limited to:

- A full technical proposal that meets the individual activities that are detailed in Statement of Requirement (Part A to Draft Tasking Form)
- A Work breakdown structure/project plan with key dates and Deliverables identified including required delivery dates for Government Furnished Assets.
- A clear identification of Dependencies, Assumptions, Risks and Exclusions which underpin your Technical Proposal.

COST BREAKDOWN *(to be completed by the Contractor)*

You are to use rates that have been previously agreed within the Analysis Support Construct (ASC) at Annex E. Please also provide a price breakdown which should include, but is not limited to: labour costs, transportation, travel and subsistence, overheads and profit. In support of your Firm Price Proposal you are requested to provide clear details of all Dependencies, Assumptions, Risks and Exclusions that underpin your Firm Price

Firm Price Quotation of £_____ (ex VAT) is submitted for **Task No** _____ and breakdown attached

Start Date: _____ **End Date:** _____

Signed on behalf of the Contractor: _____

Name: _____ **Date:** _____

Contractors Cost Breakdown

PROVISION FROM				
Service (Activity)	Rate £	Qty	Subtotal	Total
Travel & Subsistence UK Road Mileage Accommodation Day and Night subsistence Other (Rail/Air) (provide detail)				
Agreed rate on General Administration/Overheads				
Agreed Profit Rate				
Other (provide detail) e.g. materials				
PROVISION FROM SUBCONTRACTORS				
Service	Cost £	Qty	Subtotal	Total
GRAND TOTAL				

Milestones Deliverables and Payments

	Description	Amount £	Due Date	Deliverable DEFCON 703/705/(14, 90 & 91)
Milestone 1				
Milestone 2				
Milestone 3				
TOTAL				

Tasking Form Part C to ASC

1. Offer of Contract: *(to be completed by Dstl Task owner and forward to Dstl Commercial Services for approval)*

Dstl Commercial Name: _____ **Tel:** _____

Approved Requisition Number: _____

Commercial Approval: _____ **Purchase Order Number:** _____

Date: _____

Please Note: Task Authorisation to be issued by Dstl Commercial Services Department once the Purchase Order has been inserted. Any work carried out prior to issue is at the Contractor's own risk

2. Unqualified Acceptance of Offer: *(to be completed by the Contractor and return to Dstl Commercial Services)*

Contractor's Name: _____ **Tel:** _____

Position in Company: _____ **Signature :** _____

Date: _____

Please Note: Task Authorisation to be issued by Dstl Commercial Services Department once the Purchase Order has been inserted. Any work carried out prior to issue is at the Contractor's own risk

2. COMPLETION OF TASK <i>(to be completed by Contractor and returned to the nominated Dstl Task owner as detailed in Section 1- failure to return completed Part 3 could result in payment being delayed)</i>	
Confirmation of Deliverables as per part 1 Y <input type="checkbox"/> N <input type="checkbox"/>	
Actual Start Date: _____	Actual Completion Date: _____
Invoice Submitted on: _____	For Firm Price of: £ _____
Comments by Contractor on the Task	
Task completed to Dstl's satisfaction <i>(to be completed by Dstl Task owner)</i>	
Signed: _____	Date: _____
Comments by Contractor on the Task	

2. THE DSTL NOMINATED TASK OWNER SHALL FORWARD A COPY OF EACH COMPLETED TASKING FORM TO: DSTL COMMERCIAL OFFICER IDENTIFIED AT BOX 1

ANNEX E TO CONTRACT NO. DSTL/AGR/000616/01Rate Table**[REDACTED]**

These rates apply to work by BAE Systems CORDA and the four Technical Leads **[REDACTED]**. These rates have been used for their involvement in the PMO and will apply to any tasks conducted.

Travel and Subsistence

Accommodation	Per night	£90 (maximum)
Meals	Lunch	£10 (maximum)
	Dinner	£20 (maximum)
Travel	Car journey in Contractor's own vehicle – per mile	£0.25
	Short term car hire	Reasonable cost

Grades for Rate Table

	Academic Qualification	Professional Qualification	Experience	Authority
Senior Principal Analyst	PhD/MSc or Equivalent	Member of relevant professional body	Led 5 or more major projects. Expert Knowledge of the area	Authority to commit to major projects/ expenditures on behalf of the supplier
Principal Analyst	PhD/MSc or Equivalent	Member of relevant professional body	Major role in 5 or more major projects. Expert Knowledge of the area	Authority to commit to significant projects/ expenditures on behalf of the supplier
Senior Analyst	MSc/BSc or Equivalent	Member of relevant professional body	Major Role in 5 or more projects Expert Knowledge of the area	Limited authority to commit to projects/ expenditures on behalf of the supplier
Analyst/Programmer	MSc/BSc or Equivalent	Member of relevant professional body	Significant role in 5 or more projects Practitioner Knowledge of the area	Limited authority to commit to projects/ expenditures on behalf of the supplier
Junior Analyst	BSc or Equivalent	Member of relevant	Supporting role in 5	None

		professional body	or more projects Supervised Practitioner Knowledge of the area	
Graduate	BSc or Equivalent	None	Limited role in some projects Limited Knowledge of the area	None
Project Manager		Prince II or equivalent	Significant role in 5 or more major projects Practitioner Knowledge of the area	Limited authority to commit to projects/ expenditures on behalf of the supplier
Supply Chain Manager	MBA/ MSc or equivalent	MCIPS	Practitioner	Authority to commit to significant projects/ expenditures on behalf of the supplier
Assistant/Assistant Project Manager	N/SVQ/BTEC/HNC or Equivalent	None	Assisted with 5 or more major projects. Working knowledge of the area	None

ANNEX F TO CONTRACT NO. DSTL/AGR/000616/01

**APPLICATION TO SUB-CONTRACT⁹ OR COLLABORATE WITH AN OVERSEAS¹⁰ CONTRACTOR ON
WORK INVOLVING OFFICIAL-SENSITIVE¹¹ CLASSIFIED INFORMATION (Form 1686)**

Request:

1	From: full name and address of contractor submitting application Telephone no: _____ Email: _____
2	Full name and address of selected overseas sub-contractor where work will be undertaken
3	Maximum level of classified material to be released to or produced by the sub-contractor:
4	Description of work to be carried out:
5	Name of Project/Reference Number of prime contract:
6	Full name of point of contact and address of United Kingdom Contracting Authority: Telephone no: _____ Email: _____

Name:		Position in company	
Signature:		Date:	

Response from Contracting Authority:

Approval is/is not granted¹² to place the sub-contract detailed above. Further information is attached¹³.

Name:		Position/Title:	
-------	--	-----------------	--

APPENDIX A TO ANNEX F

**APPLICATION BY A UK LIST X CONTRACTOR FOR APPROVAL TO SUB-CONTRACT OR
COLLABORATE WITH A UK CONTRACTOR ON WORK CLASSIFIED SECRET AND ABOVE (Form 1686)**

⁹ For sub-contracts with UK contractors on work requiring List X clearance to be initiated complete Appendix A only.

¹⁰ For sub-contracts/collaboration with an overseas contractor involving the release of reportable OFFICIAL or OFFICIAL-SENSATIVE or above information complete and submit 1st page only.

¹¹ For Dstl and MOD this requirement also applies to Reportable OFFICIAL information

¹² Delete as appropriate

¹³ Delete if not applicable

PART 1

A	From: full name and address of UK List X contractor submitting application <div style="display: flex; justify-content: space-between;"> Telephone no: Email: </div>	
B	Full name and address of selected UK sub- contractor 	
C	Full name and address of selected manufacturer (if different from B) :	
D	Registration no. of the company & VAT no.: Reg No: VAT No:	
E	Names under which the company has previously traded (if applicable): 	
F	Full name, address, registration and VAT no. of parent and/or holding company: 	
G	Full name, address, registration and VAT no. of each company holding more than one fifth of the paid up shares, preference shares or loan capital. 	
H	Date of formation of business and brief history: 	
I	Representative(s) (maximum of two) of sub-contractor with whom proposed work has been/will be discussed: 	
	Full name: AA number (if known): Position in company:	Full name: AA number (if known): Position in company:

PART 2

J	Please provide the details of Chairman, Deputy Chairman, all Directors (indicating specifically those who hold executive appointments), and Company Secretary. Information should also be provided for individuals holding more than one fifth of the paid up shares, preference shares or loan capital.
---	--

1. SURNAME a) Now				
(b) Surname at birth if different from (a)				
(c) Full Forenames				
(d) All other names used				
3. PLACE OF BIRTH Including county, state and country				
4. DATE OF BIRTH				
5. NATIONALITY (a) Now				
(b) At any time if different from (a)				
(c) If naturalised state number & date of certificate				
6. ADDRESS (a) Full permanent address				
(b) Any other addresses in last 5 years				
7. POSITION IN COMPANY				

PART 3

K	Does the information relate to:	1	UK government contract?		Complete L to O
		2	NATO or other contract?		Complete L to P
		3	Collaboration discussions		Complete L to P
	Level of release of classified material:				
	Name Project/Reference of prime contract:				
	Description of work to be carried out:				

	Full name of point of contact and address of UK Contracting Authority:	
	Telephone no:	Email:
	Name of NATO/other contracting authority:	

Name of Security Controller:		Signature:	
Date:			

KEY PERFORMANCE INDICATORS (KPI)**KPI 1a – Item 1 Activity – Timeliness of Management Reporting**

Significance: This data drives the monthly and/or quarterly meetings, comprising the principal data dashboard for the project.

Definition: This KPI shall be measured monthly. Provision by the Contractor of the monthly and/or quarterly reporting pack in the agreed format at the monthly and quarterly meetings, to include as detailed in the Contract. Delivery dates and frequency shall be agreed, where the date or frequency is changed by mutual agreement then the original dates will be superseded by the revised delivery date.

Mark	Score	Measured
Very High	4	All reports delivered on agreed date.
High	3	More than 90% of all reports delivered on agreed date.
Medium	2	80%-90% of all reports delivered on agreed date.
Low	1	Less than 80% of all reports delivered on agreed date.

KPI 1b – Item 1 Activity – Quality of Management Reporting

Significance: Reports submitted by the Contractor to the Authority is a key part of the programme management.

Definition: This KPI shall be measured quarterly. The Authority has agreed and accepted to pay the invoice having reviewed the Deliverable and receipted the item when it is deemed acceptable, it can be rejected on grounds of both technical content and grammatical errors.

Mark	Score	Measure
Very High	4	All of reports accepted at first time.

Mark	Score	Measure
High	3	More than 90% of all reports accepted at first time.
Medium	2	80-90% of all reports accepted at first time.
Low	1	Less than 80% of all reports accepted at first time.

KPI 2 – Item 1 Activity – Supply Chain Engagement

Significance: The percentage of tasks by Contract Value placed with SME's should exceed 25% in accordance with wider government aspiration.

Definition: This KPI shall be measured quarterly. The Contract Value for the Tasks placed under Item 2 will be measured against the Total value of the Contract (excluding Item 1 - Management Fee). The Contractor's slide pack/report shall contain the percentage of Tasks committed per tasking mechanism and percentage of Tasks per type of organisation for example (Defence Contractor, SME, Academic) at the [monthly and/or quarterly]* meetings.

Mark	Score	Measure (% of all Tasks by Contract value undertaken by the Supply Chain)
High	3	Tasks (by Contract Value) placed with SME's above 30%.
Medium	2	Tasks (by Contract Value) placed with SME's between 26% -30%.
Low	1	Volume of Tasks (by Contract Value) placed with SME's equal to 25%.
No Score	0	Tasks (by Contract Value) placed with SME's less than 25%.

KPI 3 – Item 1 Activity – Impact of Relationship with Contractor

Significance: The measures shown below shall demonstrate the status of the relationship of the Contractor with the Supply Chain.

Definition: This KPI shall be measured quarterly against the average supplier number at time.

Mark	Score	Measure
Very High	4	The Supply Chain including the Authority has not raised any formal complaints or issues.

Mark	Score	Measure
High	3	Less than 10%of the Supply Chain, including the Authority, has raised any formal complaints or issues to Contractor, where the Impact has been low.
Medium	2	Between 10-20% of the Supply Chain including the Authority has raised any formal complaints or issues to Contractor where the Impact has been low.
Low	1	More than 20% of the Supply Chain including the Authority has raised formal complaints or issues to the Contractor where the Impact has been low.
No Score	0	Supply Chain or the Authority has had to issue a formal complaint or raise a warning to the Contractor and or requires escalation as subject has been considered medium or high impact affecting performance.

KPI 4 – Item 1 Activity - The Supply Chain Refresh

Significance: The Contractor will seek to ensure the Supplier Chain is current and appropriate to deliver the expected capability portfolio and maintain an adequate competitive environment.

Definition: This KPI will be measured on that

i)The Contractor will review the Supply Chain at minimum on bi-annually basis and will invite suppliers to refresh their capability statements. The capability matrix will also be updated and will be reviewed.

ii). The Contractor will provide a mechanism for Suppliers to register an interest in joining the Supply Chain and existing Suppliers will be encouraged to recommend 'delivery partners' whom they have existing relationships with to join the Supply Chain such as SMEs and Academia. Regular Supplier briefings will be held for the Supply Chain where future research requirement will be communicated.

iii) This KPI is scored [quarterly, bi-annually or yearly]*. Evidence of Supply Chain Refresh activities shall form part of the [quarterly, bi-annually]* report. Information on how many new Suppliers have been signing up to the Supply Chain shall be provided [monthly, quarterly or bi-annual]* report.

Mark	Score	Measure
High	3	Proactively networks and seeks to introduce new suppliers and capabilities to the Supply Chain.
Medium	2	Reviews the Suppliers in the Supply Chain base to meet the future research needs.

Mark	Score	Measure
Low	1	Reacts directly to current research requirements to introduce new capability/suppliers.
No Score	0	No evidence to demonstrate that the Supply Chain is being refreshed.

KPI 5 – Item 1 Activity - Competition & Wider Engagement by Supplier

Significance: The percentage of Tasks (by Contract Value) placed with the Contractor should not exceed 30%.tasks must be competed, unless due to competition failure;

Definition: The Contract Value for the Tasks placed under Item 2 will be measured against the Total value of the Contract (excluding Item 1 - Management Fee). The Contractor's slide pack/report shall contain the percentage of Tasks committed per tasking mechanism for example competition or directed and percentage of Tasks per type of organisation, for example (Tier 1, Tier 2, Tier 3 Contractors, SME and Academia) at the [monthly and/or quarterly]* meetings.

Mark	Score	Measure (% of all Tasks by value undertaken by the Contractor)
High	3	Tasks placed with Contractor less than 15%.
Medium	2	Tasks placed with Contractor between 15-20%.
Low	1	Tasks placed with Contractor between 20-30%.
No Score	0	Tasks placed with Contractor more than 30%.

KPI 6 – Item 2 and 3 Activity - Demonstrated Efficiencies

Significance: Any efficiency is achieved during the performance of the Tasks provides addition funding for the programme.

Definition: This KPI will be measured on a quarterly basis and will represent where the Contractor has achieved delivery savings e.g. brigading synergistic tasks, project and programmes for delivery. It will be measured by comparing the cost (where known) or time or process of delivering research requirements separately. Checking prior to the project whether research has already been performed across the projects and programmes to ensure research is not repeated.

Mark	Score	Measure
High	3	Better than 3% of Value for Money savings demonstrated.
Medium	2	1% - 3% of Value for Money savings demonstrated.
Low	1	Up to 1% of Value for Money savings demonstrated.
No Score	0	No Value for Money savings demonstrated.

KPI 7– Item 2 and 3 Activity – Exploitation and Impact of Benefits

Significance: Bringing the market together, including the Authority and across the Supply Chain, is an essential element to informing the community, encouraging bids and conducting research.

Demonstrable stakeholder engagement and exploitation of Outputs will be measured.

Definition: This KPI will be measured on a continual basis capturing i) the Contractors Industry/Stakeholder engagement and feedback e.g. maintain website updates customer satisfaction questionnaire, ii) stakeholder mapping led by specific programmes, iii) exploitation routes for individual tasks e.g. pull-through developed technologies.

This may include the development of a Technology Road Map.

Reports shall be provided [quarterly, bi-annually and annually]*.

Mark	Score	Measure
Very High	4	For all Tasks the Contractor can demonstrate exploitation and proactively seeks this being put into practice with the stakeholder/customer.
High	3	For more than 90% of all Tasks the Contractor can demonstrate exploitation routes – i.e. migrating into higher level research, using feedback from stakeholder community.
Medium	2	80%-90% of all Tasks the Contractor can state established linkages for exploitation.
Low	1	For less than 80% of all Tasks the Contractor can state potential candidate routes.
No Score	0	No engagement, no involvement with customer stakeholders.

KPI 8a – Item 2 and 3 Activity - Timeliness of Deliverables

Significance: Deliverable material submitted by the Contractor into the Authority is a key part of the programme delivery.

Definition: This KPI shall be measured, quarterly. Deliverables will be provided in accordance with the agreed delivery date. Where any agreed Contract amendments or changes to the delivery dates have been made the revised delivery date will supersede previous ones set; where this is not within the Contractor's control.

Mark	Score	Measure
Very High	4	All Deliverables delivered on time.
High	3	More than 95% Deliverables delivered on time.
Medium	2	More than 90% Deliverables delivered on time.
Low	1	Less than 90 Deliverables delivered on time.

KPI 8b – Item 2 and 3 Activity - Quality of Deliverables

Significance: Deliverable material submitted by the Contractor into the Authority is a key part of the programme delivery.

Definition: This KPI shall be measured quarterly. Deliverables where by the Authority have agreed and accepted to pay the invoice having reviewed the Deliverable and receipted the item when it is deemed acceptable, it can be rejected on grounds of both technical and grammatical errors.

Mark	Score	Measure
Very High	4	Deliverables accepted at first time.
High	3	More than 95% of all of Deliverables accepted at first time.
Medium	2	More than 90% of all of Deliverables accepted at first time.
Low	1	Less than 90% Deliverables accepted at first time.

KPI 9 – Item 2 and 3 Activity – Tasking Process Time

Significance: Proposal turnaround time will be a measure of the Contractor's responsiveness and flexibility to requirements.

Definition: This KPI shall be measured and reported quarterly and will be calculated from the individual Task KPI score and the average of these over the quarter i.e. Individual Task Scores 1, 4, 0, 3, 2 the average score $(1+4+0+3+2)/5= 2$.

Mark	Score	Measure
------	-------	---------

Mark	Score	Measure
Excellent	4	Request for Quotes and responses (submitted Proposal) up to 75% quicker than Tasking Process Timeline as agreed in the Contract.
Very Good	3	Request for Quotes and responses (submitted Proposal) up to 50% quicker than Tasking Process Timeline as agreed in the Contract.
Good	2	Request for Quotes and response (submitted Proposal) up to 25% quicker than Tasking Process Timeline as agreed in the Contract.
Acceptable	1	Request for Quotes and responses (submitted Proposal) in line with Tasking Process Timeline as agreed in the Contract.
No Score	0	RFQ is submitted late.

KPI 10 – Continuous Improvement via 360° Feedback

Significance: Bringing the market together, including the Authority and across the Supply Chain, is an essential element to informing the community, encouraging feedback and improvements.

Demonstrable stakeholder engagement and Improvements implemented.

Definition: This KPI will be measured on the Contractors Industry/Stakeholder engagement and feedback e.g. questionnaire, feedback through other forums quarterly.

The Contractor shall conduct surveys annually and report supply chain feedback to determine efficiencies which could be implemented.

Feedback will be provided to and sought from all sub-contractors on completion of a Task. This feedback will be used to continuously improve the supply base processes and ways of working. The Contractor shall provide to the Authority feedback on a quarterly basis and will enable a clear understanding of actual performance achieved, encourage dialogue in respect of the factors which may affect performance and provide a basis of information from which to drive performance improvement. As a number of the KPIs require interaction with the Authority, this is expected to be a collaborative process with the Authority.

Mark	Score	Measure
High	4	The Contractor can demonstrate improvement with high proactive evidence and seeks this being put into practice with the stakeholder/customer.
Good	3	The Contractor can demonstrate improvement routes – limited proactive evidence, using feedback from stakeholder community.
Medium	2	Evidence of engagement but limited evidence of improvements.
Low	1	Limited proactive evidence – unable to implement anything.
No Score	0	No evidence of engagement, or improvement.

KPI 11 – Building the Supplier Market

Significance: Part of the Prime role is to help build and develop the supplier market for analysis. This includes helping new companies and growing those existing companies.

Definition: This KPI will be measured on the Contractors Industry/Stakeholder engagement and feedback e.g. questionnaire, feedback through other forums quarterly.

The Contractor shall conduct surveys annually and report supply chain feedback to determine efficiencies which could be implemented.

Feedback will be provided to and sought from all sub-contractors on completion of a Task. This feedback will be used to continuously improve the supply base processes and ways of working. The Contractor shall provide to the Authority feedback on a quarterly basis and will enable a clear understanding of actual performance achieved, encourage dialogue in respect of the factors which may affect performance and provide a basis of information from which to drive performance improvement. As a number of the KPIs require interaction with the Authority, this is expected to be a collaborative process with the Authority.

Mark	Score	Measure
High	4	The Contractor can demonstrate improvement with high proactive evidence and seeks this being put into practice with the stakeholder/customer.
Good	3	The Contractor can demonstrate improvement routes – limited proactive evidence, using feedback from stakeholder community.
Medium	2	Evidence of engagement but limited evidence of improvements.
Low	1	Limited proactive evidence – unable to implement anything.
No Score	0	No evidence of engagement, or improvement.

Personal Particulars Form

See separate Dstl Form attached.

ANNEX I – Deliverables for Item 1 of the Schedule of Requirements

Item Number	Description	State whether DEFCON 703/705 Full Rights Version/Limited Rights Version applies	Due Date
1	Management Information against the Key Performance Indicators provided in MS Excel 97 compatible format. To be agreed and commence in accordance with condition 29.	DEFCON 703	Recorded monthly and delivered Quarterly
2	Management Information covering Volume of work (expressed in price, days and percentages), all task spend for the purposes of accruals under DEFCON 647 and supply chain information including percentages of SMEs under Contract provided in MS Excel 97 compatible format.	DEFCON 703	Recorded monthly and delivered Quarterly
3	Annual supplier survey as detailed in CORDA Ltd Technical proposal Ref: CR2D01 110 065 at 2.7.4 provided in MS Office 97 compatible format. Content to be agreed at mobilisation meeting.	DEFCON 705 Full Rights Version	Annually
4	Quarterly 'Programme' Reviews provided in MS Office 97 compatible format. Content to be agreed at mobilisation meeting.	DEFCON 703	Quarterly
5	Campaign Plan covering supplier engagement and on-boarding plan provided in MS Office 97 compatible format.	DEFCON 705 Full Rights Version	Within 6 months of Contract Award
6	GFA list provided in MS Excel 97 compatible format.	DEFCON 703	Recorded monthly and delivered Quarterly
7	Contract level Risk Register provided in MS Excel 97 compatible format.	DEFCON 705 Full User Rights	Recorded monthly and delivered Quarterly
8	Programme Management Plan detailing the process for the selection of sub-contractors provided in MS Office 97 compatible format.	DEFCON 705 Full User Rights	Quarterly
9	A summary of Technical Assurance Records and Audits for the previous quarter highlighting any issues or areas for concern in MS Office 97 compatible format.	DEFCON 705 Full Rights Version	Quarterly

10	Updates to the Authority's Contract Management Plan provided in MS Word 97 compatible format.	DEFCON 703	As specified by the Authority's Contract Manager
11	Quarterly Progress Meetings and Reports provided in MS Office 97 compatible format.	DEFCON 703	Quarterly
12	ASC Supply chain schedule of events to support the Authority's internal forums provided in MS Office 97 compatible format.	DEFCON 705 Full User Rights	Annually
13	Develop and maintain an exploitation and benefits register/repository plans for each task provided in MS Office 97 compatible format.	DEFCON 705 Full User Rights	Quarterly
14	Lessons identified repository provided in MS Office 97 compatible format.	DEFCON 705 Full User Rights	Quarterly

ANNEX J – Deliverables for Item 2 of the Schedule of Requirements

Item Number	Description	State whether DEFCON 703/705 Full Rights Version/Limited Rights Version applies	Due Date
1	The Contractor Programme Management Office (PMO) to agree appropriate level of competition for each task with reference to timescales (Agile / Collaborative / Comprehensive)	N/A	To be specified in part B of the Tasking Form and supporting Contractor's proposal and delivered on each task request.
2	The Contractor PMO, Technical and Task leads will develop fully costed proposals to meet Dstl and end-user customer requirements, with Technical leads carrying out an evaluation of the proposed technical approach.	N/A	To be specified in part B of the Tasking Form and supporting Contractor's proposal and delivered on each task request.
3	The Contractor PMO shall ensure all Security Aspects Letters are signed by Task Supply Chain and acknowledged prior to issue of any GFA by the Authority.	N/A	To be specified in part B of the Tasking Form and supporting Contractor's proposal and delivered on each task request.
4	All Task Leads will prepare and maintain a project management plan, detailing activities, milestones, resources and control mechanisms for ensuring quality and risk management	DEFCON 703	To be specified in part B of the Tasking Form and supporting Contractor's proposal and delivered on each task request.
5	The Contractor shall develop exploitation and benefits capture plan for each task, containing information on outputs, outcomes, exploitation paths and benefits.	DEFCON 703	To be specified in part B of the Tasking Form and supporting Contractor's

			proposal and delivered on each task request.
6	The Contractor shall conduct technical reviews throughout the life of each task, including inspections, peer reviews within the task team, reviews by the technical lead, independent peer reviews or reviews by Dstl and other stakeholders.	N/A	To be specified in part B of the Tasking Form and supporting Contractor's proposal and delivered on each task request.
7	The Contractor's nominated Task Lead will produce a summary report in MS Word 97 compatible for all task Deliverables containing an executive summary, updated exploitation and benefits plan, record of organisations involved and any problems, issues and solutions found.	DEFCON 703	The Contractor shall conduct internal quality audits on the supplier selection process for a selection of tasks.
8	The Contractor's technical lead shall take ownership of each task exploitation and benefits plan in MS Word 97 compatible once a task has delivered.	DEFCON 703	The Contractor shall conduct internal quality audits on the supplier selection process for a selection of tasks.

N.B The above deliverables will not necessarily apply to all tasks and the application of which ones apply will be specified in part B of the tasking form and supporting Contractor's proposal.
Additional task deliverables to the ones mentioned above will also be specified in the Tasking Form.

APPENDIX – ADDRESSES AND OTHER INFORMATION

Appendix - Addresses and Other Information		
Box 1	Box 2	
<p>Dstl Commercial Services: [REDACTED] Commercial Manager</p> <p>Dstl Commercial Services Rm C036, i-Sat J, East Court, Dstl Portsmouth West Fareham Hampshire PO17 6AD</p> <p>Tel: [REDACTED] e-mail: [REDACTED]</p>	<p>DSTL Demand Owner: [REDACTED], Delivery Group Leader Defence Analysis Division, Dstl Portsmouth West. e-mail: [REDACTED]</p> <p>Technical information is available from: [REDACTED], ASC Technical Mentor at; Room c036, I-Saf F, Fareham Hampshire, PO17 6AD</p> <p>Dstl Tel: [REDACTED] e-mail: [REDACTED]</p>	
Box 3	Box 4	
<p>Drawings/Specifications are available from:</p> <p>See box 2</p>	<p>Quality Assurance Representative</p> <p>See Box 2 for Technical Mentor contact details.</p>	
Box 5	Box 6	
<p>Bill Paying Branch:</p> <p>The Contract Number must be shown on all invoices</p> <p>Dstl Accounts Payable PO Box 325 Portsmouth West, Portsmouth Hill Road FAREHAM, HAMPSHIRE, PO14 9HL United Kingdom</p> <p>Tel: 023 9253 2444 Fax: 023 9253 2043</p> <p>Invoices for payment may be submitted via e-mail in PDF format to accountspayable@dstl.gov.uk</p>	<p>Consignment Instructions:</p> <p>As specified on the Tasking Form for each "Call-Off" task.</p>	
Box 7	Box 8	
<p>Public Accounting Authority</p> <p>For Government Furnished Assets issued or to be held by the Contractor shall be the DSTL Demand Owner at Box 2</p>	<p>Notes:</p> <p>The DEFCONs are available on the Internet at: https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</p> <p>Where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted.</p>	