

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; ord. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and

any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging

means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

Conditions

means the terms and conditions set out in this document;

Consignee

means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

Consignor

means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract

means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Formal Amendments to the Contract);

Contract Price

means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor

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

Contractor Deliverables

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

Control

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

a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or

b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET

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

Crown Use

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

Dangerous Goods

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

a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);

b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);

c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);

d. International Maritime Dangerous Goods (IMDG) Code;

e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;

f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.kid.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;

FLEGT

means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;

Government Furnished Assets (GFA)

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

Hazardous Contractor Deliverable

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

Independent Verification

means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

Information

means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

Issued Property

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

Legal and Sustainable

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

Legislation

means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act

1978, or any exercise of Royal Prerogative;

Military Level Packaging (MLP)

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

Military Packager Approval Scheme (MPAS)

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

Military Packaging Level (MPL)

shall have the meaning described in Def Stan 81-041 (Part 1);

Mixture

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

MPAS Registered Organisation

is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

MPAS Certificated Designer

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO

means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Notices

shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Overseas

shall mean non UK or foreign;

Packaging

Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;

Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

Packaging Design Authority (PDA)

shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;

Parties

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

Plastic Packaging Components

shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

PPT

means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation

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

Primary Packaging Quantity(PPQ)

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

Publishable Performance Information

means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;

Recycled Timber

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

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

it excludes sawmill co-products;

Robust Contractor Deliverables

shall mean Robust items as described in Def Stan 81-041 (Part 2)

Safety Data Sheet

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

Schedule of Requirements

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

Sensitive Information

means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Short-Rotation Coppice

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

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG4329

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

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to

provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

NOTE: for the purposes of this Contract, this definition shall refer to Interspiro Limited only.

Substance

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

Timber and Wood-Derived Products

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

Transparency Information

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

Virgin Timber

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

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex to Schedule 1

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

Schedule 2 - Schedule of Requirements (SoR)

MINISTRY OF DEFENCE		
CONTRACTOR: Ocenco Incorporated Lake View Corporate Park 10225 82 nd Avenue Pleasant Prairie Wisconsin USA 53158-5801	SCHEDULE OF REQUIREMENTS FOR: IN-SERVICE SUPPORT AND SUPPLY OF EMERGENCY ESCAPE BREATHING DEVICES (EEBD)	CONTRACT No: 707615450
Contract Issued: 28/03/2024		Previous Contract No: MCS/2020

Item No	Description	Price
	The Contractor is to provide In-Service Support to the Emergency Escape Breathing Device during the period 27th March 2024 to 31 st March 2028 in accordance with the Terms and Conditions of the Contract.	Years 1-3 Firm Price
1	Provision of Core In-Service Support Activities in accordance with the Statement of Work at Schedule 11	Price included within Line item 2 and 3
2	Exchange of Expired M-20.2 EEBDs: To undertake the exchange of used M 20.2 EEBDs in accordance with the procedures set out in Part A of Annex A to Schedule 11.	Refer to: Annex B to Schedule 11
3	Refresh of Used Expectation Trainers M-20.2XT EEBDs: To undertake the refresh of used M-20.2XT EEBDs in accordance with the procedures set out at Part B of Annex A to Schedule 11.	Refer to: Annex B to Schedule 11
4	Ad-hoc supply of EEBD Spares and new EEBD Systems: If required by the Authority, to provide the following Articles in accordance with Schedule 11: (a) M 20.2 EEBDs and spares (b) M-20.2XT EEBDs and spares	Refer to: Annex B to Schedule 11

Schedule 3 - Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 31 March 2027
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law <input checked="" type="checkbox"/> Scots Law <input type="checkbox"/> Clause 4.d shall apply <i>(one must be chosen)</i> Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
Condition 7 – Authority's Representatives: The Authority's Representatives for the Contract are as follows: Commercial: (as per Annex A to Schedule 3 (DEFFORM 111)) Project Manager: (as per Annex A to Schedule 3) (DEFFORM 111))
Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: (as per Annex A to Schedule 3 (DEFFORM 111)) Contractor: [REDACTED] Notices can be sent by electronic mail? <input checked="" type="checkbox"/>
Condition 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: Annual progress meeting, in accordance with Schedule 11 (Statement of Work)

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

Quarterly progress reports, in accordance with Schedule 11 (Statement of Work)

Reports shall be Delivered to the following address:

Commercial and Project Manager: (as per Annex A to Schedule 3 (DEFFORM 111))

Supply of Contractor Deliverables**Condition 20 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract?

Yes ☒

No ☐

If yes:

A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2) ☒

Or

A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2) ☐

If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within **6 months** of Contract Award.

Other Quality Assurance Requirements:

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by

e-mail with attachments in Adobe PDF or MS WORD format to:

a) The Authority's Representative (Commercial) (as per Annex A to Schedule 3 (DEFFORM 111))

b) Defence Safety Authority – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

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

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be delivered with Tender return via the Defence Sourcing Portal (DSP)

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☒

Applicable to Line Items: 2 and 4

If required, does the Contractor Deliverables require traceability throughout the supply chain?
☐

Applicable to Line Items:

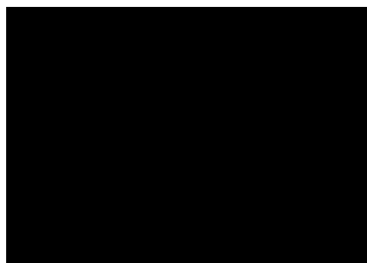
Condition 28.b – Delivery by the Contractor:

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

Schedule 2 line item 3

Special Delivery Instructions:

Line item 3 to be collected/delivered to/from:



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

Condition 28.c - Collection by the Authority:

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

Schedule 2 line items 2 and 4

Special Delivery Instructions:

To arrange collection, contact:

UKDPO SHIPPING OFFICE

Phone

Email:

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

Condition 30 – Rejection:

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

The time limit for rejection shall be 60 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☐

If required, Delivery address applicable:

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

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

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

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

The Notice period for termination shall be Business Days

Other Addresses and Other Information (<i>forms and publications addresses and official use information</i>)

See Annex A to Schedule 3 (DEFFORM 111)

Annex A to Schedule 3 - DEFFORM 111**Appendix - Addresses and Other Information****1. Commercial Officer**

Name: [REDACTED]
Address: [REDACTED]
Email: [REDACTED]

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

Name: [REDACTED]
Address: [REDACTED]
Email: [REDACTED]

3. Packaging Design Authority Organisation & point of contact:
(Where no address is shown please contact the Project Team in Box 2)**4. (a) Supply / Support Management Branch or Order Manager:**

Branch/Name:

(b) U.I.N.**5. Drawings/Specifications are available from****6. Intentionally Blank****7. Quality Assurance Representative:** [REDACTED]

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

8. AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].**9. Consignment Instructions** The items are to be consigned as follows:**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk**11. The Invoice Paying Authority**

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>**12. Forms and Documentation are available through *:**

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

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk*** NOTE**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

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

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to

implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
- ii) the date of such determination.

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

Contractor Change Proposal

7. As soon as practicable, and in any event within:

- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
- b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

- (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
- (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

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

- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
- b. a detailed breakdown of any costs which result from the Change(s);
- c. the programme for implementing the Change(s);
- d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
- e. such other information as the Authority may reasonably require.

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

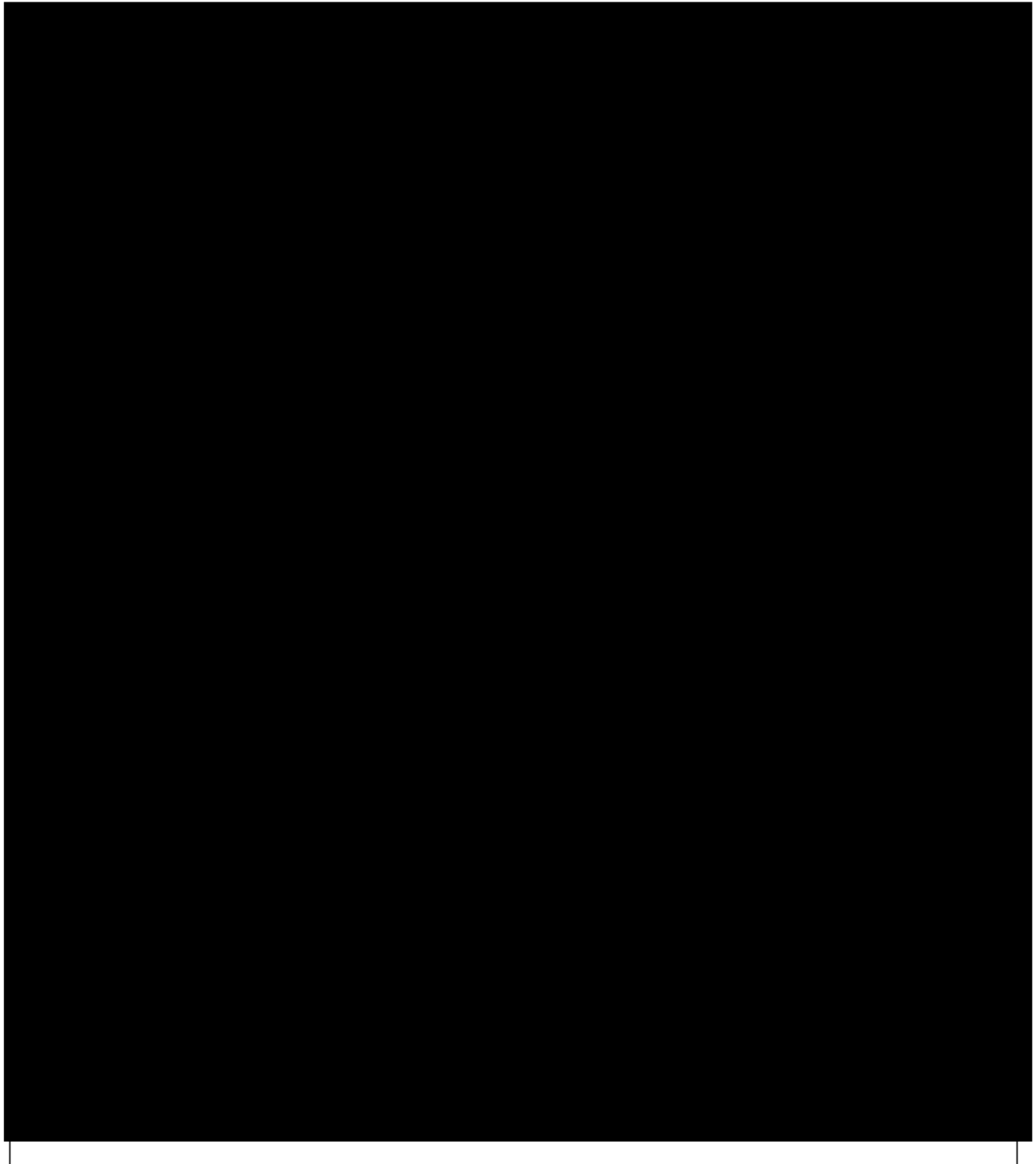
Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

**Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w.
condition 12)**

A large black rectangular redaction box covers the majority of the page content, obscuring all text and graphics that might have been present in the Contractor's Commercial Sensitive Information Form. The box is solid black and extends from the top margin down to just above the bottom margin, spanning almost the entire width of the page.

Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: 707615450

Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract No: 707615450

Contract Title: In-Service Support of Emergency Escape Breathing Device (EEBD)

Contractor: Ocenco Incorporated

Date of Contract: TBD

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied ☐; or

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24 ☒

Contractor's Signature:

Name:

Job Title:

Date: 11 MARCH 2024

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMULTI@mod.gov.uk

Ocenco M-20.2 Emergency Escape Breathing Device

Article Information Sheet

The M-20.2 EEBD is an "article" as defined in the OSHA Hazard Communication Standard (HCS) (29 CFR 1910.1200) and is therefore outside the scope of the Global Harmonized System and exempt from the GHS labelling and SDS classification criteria. This document is provided as a courtesy in response to customer requests.

Version: 1.0

SECTION 1: IDENTIFICATION**1.1. Product Identifier**

Product Form: Substances

Product Name: M-20.2 EEBD

1.2. Intended Use of the Product

Emergency Escape Breathing Device (EEBD).

1.3. Name, Address, and Telephone of the Responsible Party

Company

Ocenco Inc.

10225 82nd Ave

Pleasant Prairie, WI 53158

(262) 947-9000

1.4. Emergency Telephone Number

Emergency Number : (800) 424-9300 (Chemtrec) - US & Canada
(703)-527-3887 - International

SECTION 2: HAZARDS IDENTIFICATION

This product is exempt from hazardous classification according to OSHA Hazard Communication Standard 29 CFR 1910.1200.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS**3.1. Substances****

This product is an emergency escape breathing device. It contains a canister of lithium hydroxide and a cylinder of oxygen that are physically separate from one another in the device.

Name	Product Identifier	%	GHS-US classification
Canister:			
Lithium hydroxide	(CAS-No.) 1310-65-2	100	(Inhalation: dust,mist), H331 Skin Corr. 1B, H314 Eye Dam. 1, H318
Cylinder:			
Oxygen	(CAS-No.) 7782-44-7	100	Ox. Gas 1, H270

Full text of H-phrases: see section 16

3.2. Mixture

Not applicable

SECTION 4: FIRST AID MEASURES**4.1. Description of First-aid Measures****First-aid Measures General:**

Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

First-aid Measures After Inhalation: If exposed to contents of canister : When symptoms occur: go into open air and ventilate suspected area. Remove to fresh air and keep at rest in a position comfortable for breathing. Get medical advice/attention if adverse health effects persist or are severe.

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First-aid Measures After Skin Contact: If exposed to lithium hydroxide canister contents: flush skin with plenty of water. Wash contaminated clothing before reuse. Get medical advice/attention if symptoms occur.

First-aid Measures After Eye Contact: If exposed to lithium hydroxide canister contents: Immediately wash eyes with plenty of water. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention.

First-aid Measures After Ingestion: If exposed to lithium hydroxide canister contents: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

4.2. Most Important Symptoms and Effects Both Acute and Delayed

Symptoms/Injuries: If exposed to lithium hydroxide canister contents: Harmful if swallowed. Harmful if inhaled. Causes severe skin burns and eye damage.

Symptoms/Injuries After Inhalation: If exposed to lithium hydroxide canister contents: Inhalation is likely to cause adverse health effects including but not limited to: irritation, difficulty breathing, and unconsciousness. May be corrosive to the respiratory tract.

Symptoms/Injuries After Skin Contact: If exposed to lithium hydroxide canister contents: Causes severe irritation which will progress to chemical burns.

Symptoms/Injuries After Eye Contact: If exposed to lithium hydroxide canister contents: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Injuries After Ingestion: If exposed to contents of oxygen cylinder: Not considered a potential route of exposure, but contact with gas escaping the container can cause freeze burns and frostbite. If exposed to lithium hydroxide canister contents: This material is harmful orally and can cause adverse health effects or death in significant amounts. May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed to contents of lithium hydroxide canister or oxygen cylinder, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES**5.1. Extinguishing Media**

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: None Known.

5.2. Special Hazards Arising From the Substance or Mixture

Fire Hazard: Contains an oxidizing material which may accelerate fire.

Explosion Hazard: Heat may build pressure, rupturing closed containers, spreading fire and increasing risk of burns and injuries.

Reactivity: Oxidizer: Increases the burning rate of combustible materials. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

5.3. Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers. Use caution when fighting fire(s) as containers may rupture.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Lithium compounds. Acid smoke and irritating fumes.

SECTION 6: ACCIDENTAL RELEASE MEASURES**6.1. Personal Precautions, Protective Equipment and Emergency Procedures**

General Measures: Keep away from combustible material. If there is a release from the lithium hydroxide canister: do not breathe dust, do not get in eyes, on skin, or on clothing.

6.1.1. For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

6.1.2. For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Stop leak if safe to do so. Evacuate unnecessary personnel, isolate, and ventilate area.

6.2. Environmental Precautions

Prevent entry to sewers and public waters.

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6.3. Methods and Materials for Containment and Cleaning Up

For Containment: Contain solid spills with appropriate barriers and prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions. Ventilate area.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Cautiously neutralize spilled solid. Recover the product by vacuuming, shoveling or sweeping. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

6.4. Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE**7.1. Precautions for Safe Handling**

Additional Hazards When Processed: Regarding oxygen cylinder contents: may cause or intensify fire; oxidizer. Do not pressurize, cut, or weld containers.

Precautions for Safe Handling: No smoking. If there is a release from lithium hydroxide canister: Do not get in eyes, on skin, or on clothing. Do not breathe dust.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

7.2. Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: The M-20.2 is designed to be body-worn, or stored IAW with the manufactures conditions of use.

Storage Conditions: Store the M-20.2 IAW the manufactures conditions of use.

Incompatible Materials: No incompatible materials are used in the device.

7.3. Specific End Use(s) Emergency Escape Breathing Device (EEBD).**SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION****8.1. Control Parameters**

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), or OSHA (PEL).

Lithium hydroxide (1310-65-2)		
USA AIHA	WEEL Ceiling (mg/m ³)	1 mg/m ³

8.2. Exposure Controls**Appropriate Engineering Controls**

: Good general ventilation is sufficient to control worker exposure to airborne lithium hydroxide dust in the event of a spill.

Personal Protective Equipment

: The following PPE may be necessary when cleaning up a canister spill: nitrile/pvc gloves, protective goggles.

**Respiratory Protection**

: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

Other Information

: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES**9.1. Information on Basic Physical and Chemical Properties**

Physical State	: Solid
Appearance	: No data available
Odor	: No data available
Odor Threshold	: No data available
pH	: No data available
Evaporation Rate	: No data available
Melting Point	: No data available

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Freezing Point	: No data available
Boiling Point	: No data available
Flash Point	: No data available
Auto-ignition Temperature	: No data available
Decomposition Temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor Density at 20°C	: No data available
Relative Density	: No data available
Solubility	: No data available
Partition Coefficient: N-Octanol/Water	: No data available
Viscosity	: No data available
Explosive Properties	: Contains gas under pressure.
Oxidizing Properties	: May intensify fire; oxidizer.
9.2. Other Information	
Gas Group	: Compressed gas

SECTION 10: STABILITY AND REACTIVITY

- 10.1. Reactivity:** In regards to oxygen cylinder contents: oxidizer: increases the burning rate of combustible materials. In regards to lithium hydroxide canister contents: May react exothermically with water releasing heat.
- 10.2. Chemical Stability:** Stable.
- 10.3. Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.
- 10.4. Conditions to Avoid:** Mixing Lithium Hydroxide with incompatible chemicals. To avoid thermal decomposition, do not over heat.
- 10.5. Incompatible Materials:** Strong acids, strong oxidizers. Related to lithium hydroxide: zinc, lead, aluminum.
- 10.6. Hazardous Decomposition Products:** Under normal conditions of use, hazardous decomposition products should not be produced.

SECTION 11: TOXICOLOGICAL INFORMATION**11.1. Information on Toxicological Effects**

*This product is an emergency escape breathing device. It contains a canister of lithium hydroxide and a cylinder of oxygen. Under normal conditions of use and handling this product does not present a hazard unless the cylinder is punctured/ruptured or the canister leaks. The hazards listed below are related to these chemicals if they are released under severe destructive abuse, specifically if there is a spill of the materials, or the cylinder is punctured.

Acute Toxicity: The following apply to the contents of the lithium hydroxide canister: Oral: Harmful if swallowed.

Inhalation:dust,mist: Harmful if inhaled.

ATE (Oral)	420.00 mg/kg body weight
ATE (Dust/Mist)	1.92 mg/l/4h
Lithium hydroxide (1310-65-2)	
LD50 Oral Rat	210 mg/kg
LC50 Inhalation Rat	960 mg/m ³ (Exposure time: 4 h)

Skin Corrosion/Irritation: The following apply to the contents of the Lithium hydroxide canister: Causes severe skin burns and eye damage.

Serious Eye Damage/Irritation: The following apply to the contents of the Lithium hydroxide canister: Causes serious eye damage.

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Aspiration Hazard: Not classified

Ocenco M-20.2 Emergency Escape Breathing Device Article Information Sheet

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Symptoms/Injuries After Inhalation: If exposed to lithium hydroxide canister contents: Inhalation is likely to cause adverse health effects including but not limited to: irritation, difficulty breathing, and unconsciousness. May be corrosive to the respiratory tract.

Symptoms/Injuries After Skin Contact: If exposed to contents of oxygen cylinder: Contact with gas escaping the container can cause frostbite and freeze burns. If exposed to lithium hydroxide canister contents: Causes severe irritation which will progress to chemical burns.

Symptoms/Injuries After Eye Contact: Contact with gas escaping the container can cause frostbite, freeze burns, and permanent eye damage. If exposed to lithium hydroxide canister contents: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Injuries After Ingestion: Not considered a potential route of exposure, but contact with gas escaping the container can cause freeze burns and frostbite. If exposed to lithium hydroxide canister contents: This material is harmful orally and can cause adverse health effects or death in significant amounts. May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

SECTION 12: ECOLOGICAL INFORMATION**12.1. Toxicity**

Ecology - General : Not classified.

12.2. Persistence and Degradability

Persistence and Degradability	Not established.
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12.3. Bioaccumulative Potential

Bioaccumulative Potential	Not established.
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12.4. Mobility in Soil No additional information available**12.5. Other Adverse Effects**

Other Information : If lithium hydroxide canister contents are released: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS**13.1. Waste Treatment Methods**

Waste Disposal Recommendations: Dispose of contents/container in accordance with local, regional, national, and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions. Empty gas cylinders should be returned to the vendor for recycling or refilling. Do not puncture or incinerate container.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

14.1. In Accordance with DOT

Proper Shipping Name : LIFE-SAVING APPLIANCES, NOT SELF INFLATING
 Hazard Class : 9
 Identification Number : UN3072
 ERG Number : 171

14.2. In Accordance with IMDG

Proper Shipping Name : LIFE-SAVING APPLIANCES, NOT SELF-INFLATING
 Hazard Class : 9
 Identification Number : UN3072
 Label Codes : 9
 EmS-No. (Fire) : F-A
 EmS-No. (Spillage) : S-V

**14.3. In Accordance with IATA**

Proper Shipping Name : LIFE-SAVING APPLIANCES, NOT SELF-INFLATING
 Identification Number : UN3072
 Hazard Class : 9
 Label Codes : 9
 ERG Code (IATA) : 9L



Ocenco M-20.2 Emergency Escape Breathing Device Article Information Sheet

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SECTION 15: REGULATORY INFORMATION**15.1. US Federal Regulations**

*This product is an emergency escape breathing device. It contains a canister of lithium hydroxide and a cylinder of oxygen. Under normal conditions of use and handling this product does not present a hazard unless the cylinder is punctured/ruptured or the canister leaks. The hazards listed below are related to these chemicals if they are released under severe destructive abuse, specifically if there is a spill of the materials, or the cylinder is punctured.

M-20.2 EEBD**SARA Section 311/312 Hazard Classes**

Fire hazard
Sudden release of pressure hazard
Immediate (acute) health hazard

Lithium hydroxide (1310-65-2)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Oxygen (7782-44-7)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. US State Regulations**Lithium hydroxide (1310-65-2)**

U.S. - Minnesota - Hazardous Substance List
U.S. - Texas - Effects Screening Levels - Long Term
U.S. - Texas - Effects Screening Levels - Short Term

Oxygen (7782-44-7)

U.S. - Massachusetts - Oil & Hazardous Material List - Reportable Quantity
RTK - U.S. - Massachusetts - Right To Know List
RTK - U.S. - New Jersey - Right to Know Hazardous Substance List
RTK - U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION**Date of Preparation or Latest Revision**

: 04/03/2018

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

SDS US (GHS HazCom)

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract**Data Requirements for Contract No:** 707615450

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

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
No Timber and Wood-Derived Products Supplied Under This Contract				

**Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No.
707615450**

Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
KPI 1 - M20.2 EEBD Exchange timeframes	Good*:	Annually	<i>[Contractor to insert the relevant Quarter and Year for the period being reported on.]</i>	<i>[Contractor to insert the average Rating for the period being reported. This should show the actual performance achieved during the period. The format must be consistent with 'Rating Thresholds'.]</i>	<i>[Contractor to insert the Rating for the period being reported. The Rating must correspond to the appropriate 'Rating Thresholds'.]</i>	<i>[Contractor to insert a comment as appropriate] A Comment is only required if a rating of 'Requires Improvement' or 'Inadequate' applies</i>
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
KPI 2 - M20.2XT EEBD Refresh timeframes	Good*:	Quarterly				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
KPI 3 - Spares and new EEBD deliveries	Good*:	Quarterly				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published. Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

Schedule 10 — NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS (DEFFORM 711)**DEFFORM 711 - PART A – Notification of IPR Restrictions**

1. <u>ITT / Contract Number</u>	707615450			
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	No Unique Technical Data or Information is included in this contract			
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

NIL RETURN.

Schedule 11 – Statement of Work**Introduction**

This Statement of Work (SoW) defines the scope for the In-Service Support of Emergency Escape Breathing Device (EEBD). All activities are concurrent and will be iterated throughout the duration of the contract.

Activities to be undertaken:

	Title	Description
1	Core Activities	To include all management of the project and documentation.
2	Exchange M 20.2 EEBDs	Exchange M 20.2 EEBDs as specified in Annex A to Schedule 11.
3	Refresh M 20.2XTs EEBDs	Refresh Expectation Trainers M 20.2XTs as specified in Annex A to Schedule 11.
4	Ad-Hoc Re-provisioning of Spares	Supply of spares when required by the Authority, as detailed in Annex B to Schedule 11.

1 : Core Activities**1.1 : Project Management & Documentation**

1.1.1	The Contractor is to liaise with the the Authority as required for the successful delivery of the work set out in Annex A to Schedule 11, including but not limited to planning, progress reporting and resource monitoring of activities.
1.1.2	The Contractor is to maintain a Business Continuity Plan (BCP) for the duration of the Contract to be reviewed on an annual basis. A copy shall be provided at the Authority's request.
1.1.3	<p>The Contractor's BCP shall set out the arrangements to ensure that the business processes and operations, required by the Contractor to provide the services covered under this Contract remain supported, including but not limited to:</p> <ul style="list-style-type: none"> i) the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the business processes and operations; and ii) the steps to be taken by the Contractor upon resumption of the business processes and operations in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
1.1.4	Obligations for submission frequency of any Plans stated in this document specified in Annex C to Schedule 11 (Deliverable Documentation).

1.2 : Data and Configuration Management	
1.2.1	The Contractor shall maintain a history of equipment / system design development and modification and reference thereto in a Master Record Index.
1.2.2	The Contractor shall monitor the design database for incidence of proactive obsolescence insofar as it affects equipment support and notification of the Authority.
1.2.3	In accordance with Condition 6 (Formal Amendment to the Contract) and Schedule 4 (Contract Change Control Procedure), the Contractor shall implement and maintain a Configuration Control Management Plan in accordance with DEFSTAN 05-57 (Revision 18) which defines the configuration control process to be followed for the duration of the Contract. This shall be provided within six (6) months of contract award and reviewed on an annual basis.
1.3 : Customer Meetings / Progress Reports	
1.3.1	Annual Project Meeting between the Contractor and the Authority will include: <ul style="list-style-type: none"> i) In-Service Support (ISS) review ii) Project Safety & Environmental Committee (PSEC) - extraordinary PSEC's shall be held if required at the direction of the Authority iii) Programme / Contract Risk review
1.3.4	All meetings will be held virtually, e.g. MS Teams; however, the Authority reserves the right to hold these meetings at the Contractor's premises.
1.3.5	The Contractor shall provide administrative services for all meetings. This shall include: <ul style="list-style-type: none"> i) Agreeing an agenda with the Authority, and then issuing to all stakeholders, as identified by the Authority. ii) Ensuring accurate minutes and actions are recorded. These are to be provided to the Authority within ten (10) Business days after each meeting, for review and approval. Once approved, the distribution of formal minutes shall be the responsibility of the Contractor. <p>The Authority will chair these meetings.</p>
1.3.6	The Authority will arrange a Contract start-up meeting within six (6) weeks of the Contract award. This will be held virtually, e.g. MS Teams.
1.3.7	The Contractor shall provide quarterly progress reports, in accordance with Condition 19 (Progress Monitoring, Meetings and Reports). These are to be provided no later than ten (10) Business Days after the end of each quarter.

	<p>Each Progress Report shall contain:</p> <ul style="list-style-type: none"> i) A record of work completed in the previous quarter ii) The Contractors judgment of the current KPI rating for that Period iii) Schedule 9 (Publishable Performance Information - Key Performance Indicator Data Report) completed for the relevant quarter iv) A historical record of the KPIs v) Issues, Risks and Opportunities vi) Equipment activity update
1.4 : Safety and Technical Management	
1.4.1	The Contractor shall apply proactive Safety Management by operating a safety and environmental management system that is compliant with DEF STAN 00-056 (Issue 8) and in-line with DSA-02 (Defence Safety Authority Regulations), POEMS and POSMS.
1.4.2	The Contractor shall maintain the Safety and Environmental Case (SC) and the Safety and Environmental Management Plan (SEMP) for each variant, updating the report (SECR) as required in accordance with the DLS Safety Environmental Management System (SEMS). The SC and SEMP shall be provided within three (3) months of contract award and reviewed on an annual basis at a PSEC.
1.4.3	The Contractor shall maintain and update the EEBD Safety Case and Hazard Log. They are responsible for Safety Management during the In-Service and Disposal phases of EEBD.
1.4.4	To meet Authority safety requirements, the Contractor shall provide access to records, including Sub-Contractor records; to enable an Authority appointed Independent Safety Auditor (ISA) to carry out safety audits and other assessment activities.
1.4.5	The Contractor shall attend an annual PSEC chaired by the Authority as set out in 1.3.1 of this Annex. The PSEC will review the Hazard Log, SC and SECR.
1.4.6	The Contractor is to investigate any defect information e.g. Operational Defect (OPDEF), Report of Shortcoming in Material, Design, Support or Documentation (S2022s) received, including Data Reporting, Analysis and Corrective Action System (DRACAS), and provide a written response to the Authority as per the guidance within BR 1313 (Maintenance Management in Surface Warships) section 7, and as directed by the Authority.
1.4.7	<p>The Contractor shall maintain and update the Book of Reference (BR) for the M 20.2 and M 20.2XT EEBDs.</p> <p>The BR shall be produced in the form of an Integrated Electronic Technical Publication in accordance with Std AECMA S1000D as quoted in DEFSTAN 00-600 Issue 4 (May 2022).</p>
1.4.8	The Contractor shall review the BR annually to ensure it remains extant. Editorial changes are to be made within six (6) months, routine changes within three (3) months and safety related changes within two (2) weeks. The category of change will be determined by the Authority. All amendments are to be reviewed and accepted by the Authority.

1.4.9	The Contractor is to deliver the BR to the Authority in .pdf format to enable upload to BR1 following any amendments.																																										
1.5 : Quality Management																																											
1.5.1	The Contractor shall produce and maintain a Quality Management Plan in accordance with the conditions and standards identified as follows; AQAP 2105 and DEFCON 602A (Quality Assurance (With Deliverable Quality Plan)) and Annex C to Schedule 11 (Deliverable Documentation).																																										
1.5.2	<p>In addition to the General Conditions of the Contract, the Quality Assurance (QA) requirements herein and the Codes, Standards and Specifications detailed in the below table shall apply:</p> <table><tr><th>Serial No</th><th>Part/ Vol</th><th>Edition/Amdt/ Issue</th><th>Title</th></tr><tr><td>AQAP 2105</td><td></td><td>Edition C</td><td>NATO QA Requirements for Deliverable Quality Plan</td></tr><tr><td>AQAP 2210</td><td></td><td>Edition A Version 2</td><td>NATO Supplementary Software QA Requirements (dated Sept 15)</td></tr><tr><td>AQAP 2110</td><td></td><td>Edition D Version 1</td><td>NATO Quality Assurance Requirements for design, development and production (date June 16)</td></tr><tr><td>DEF STAN 05-57</td><td></td><td>Issue 8</td><td>Configuration Management of Defence Materiel</td></tr><tr><td>DEF STAN 02-41</td><td></td><td>Issue 5</td><td>Requirement for Configuration Management of Surface Ships</td></tr><tr><td>DEF Stan 05-135</td><td></td><td>Issue 2</td><td>Avoidance of Counterfeit Materiel</td></tr><tr><td>DEF Stan 05-61</td><td>Part 4</td><td>Issue 4</td><td>Quality Assurance Procedural Requirements - Contractor Working Party</td></tr><tr><td>DEF Stan 05-99</td><td>Pts 1&2</td><td>Issue 1</td><td>Managing Government Furnished Equipment in Industry</td></tr><tr><td colspan="3">ISO 9001: 2015</td><td>Quality Management Systems Requirements</td></tr></table>			Serial No	Part/ Vol	Edition/Amdt/ Issue	Title	AQAP 2105		Edition C	NATO QA Requirements for Deliverable Quality Plan	AQAP 2210		Edition A Version 2	NATO Supplementary Software QA Requirements (dated Sept 15)	AQAP 2110		Edition D Version 1	NATO Quality Assurance Requirements for design, development and production (date June 16)	DEF STAN 05-57		Issue 8	Configuration Management of Defence Materiel	DEF STAN 02-41		Issue 5	Requirement for Configuration Management of Surface Ships	DEF Stan 05-135		Issue 2	Avoidance of Counterfeit Materiel	DEF Stan 05-61	Part 4	Issue 4	Quality Assurance Procedural Requirements - Contractor Working Party	DEF Stan 05-99	Pts 1&2	Issue 1	Managing Government Furnished Equipment in Industry	ISO 9001: 2015			Quality Management Systems Requirements
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ISO 9001: 2015			Quality Management Systems Requirements																																								
1.5.3	The Contractor shall carry out the work to the requirements of ISO 9001: 2015 and as applicable the appropriate standard in the table at 1.5.2. All materials and components employed in the repair of these equipments shall be appropriate for the task.																																										
1.5.4	The Contractor shall ensure that all EEBDs ordered under the Contract are in accordance with DEF STAN 02-617 and DEF STAN 81-130.																																										

	<p>The Authority maintains the right to issue stores stock to be magnetically tested in accordance with DEF STAN 02-617. Acceptance of all such EEBDs shall be subject to the successful achievement of "COLD" Land Magnetic Ranging.</p> <p>All EEBDs that require magnetic testing supplied under this Contract will be sent by the Authority to the below address in order that its magnetic signature can be measured.</p> <div style="background-color: black; width: 200px; height: 50px; margin: 10px 0;"></div> <p>The QINETIQ Land Magnetic Range will either issue a certificate of conformity or a formal failure report. Following successful magnetic assessment, the equipment/item and/or its packing will be appropriately identified by the QINETIQ Land Magnetic Range with a label displaying its own certificate reference number.</p>
1.5.5	<p>With regards to the rectification of any EEBD(s) found magnetically unsuitable and where the Contractor is responsible for such failure, an investigation shall be carried out with the Authority and Contractor's Quality Assurance Representative to establish what course of action is required. Any subsequent tasking will be raised and coordinated by the SALMO QA Focal Point. The investigation shall be undertaken within two (2) weeks of notification of defect. Any additional costs to rectify the defective EEBD(s) shall be at the expense of the Contractor.</p>
1.6 : Obsolescence Management	
1.6.1	<p>The Contractor is responsible for all obsolescence associated with EEBDs for the duration of the Contract. The Contractor shall maintain an Obsolescence Management Plan informing the Authority of all obsolescence issues associated with the equipment that have the potential to result in re-design effort, or increased replacement costs. This shall be provided within six (6) months of contract award and reviewed on an annual basis.</p>
1.6.2	<p>The Contractor shall be responsible for all costs associated with:</p> <ul style="list-style-type: none"> i) the mitigation of Obsolescence Concerns. ii) the resolution of Obsolescence Issues. <p>The Contractor is to ensure that the Authority does not incur any additional costs due to obsolescence.</p>
1.7 : Risk Management	
1.7.1	<p>The Contractor shall maintain a Risk Management Plan (RMP), inclusive of a Risk Register identifying the procedures that will be adopted to manage and control risk. This shall be delivered within two (2) months of contract award and reviewed on an annual basis.</p>
1.7.2	<p>The Contractor shall ensure that Project risks are reviewed at each Annual Project Meeting (see 1.3.1).</p>

2 : Exchange of Expired M 20.2 EEBDS

2.1	The Contractor shall undertake the exchanging of M 20.2 EEBDs, following their expiry period of 15 years life, as set out in Annex A to Schedule 11. All returned exchanged units must have the full life of 15 years attributed to it on date of dispatch to the Authority.
2.2	The exchange prices detailed at Annex B to Schedule 11 for M 20.2 shall include all costs including, but not limited to, packaging, certification and calibration.
2.3	Where any complete EEBD is Beyond Economical Repair (BER), the Contractor is to recover serviceable, or recoverable parts to be used in the repair of other EEBDs under this contract as set out in Annex A to Schedule 11.

3 : Refresh of Used M 20.2XT EEBDs

3.1	The Contractor shall refresh used Expectation Trainers M 20.2XTs as set out in Annex A to Schedule 11 in accordance with the 'Product Refresh Process Summary Document' (Annex D to Schedule 11).
3.2	The refresh prices detailed at Annex B to Schedule 11 for M 20.2XT EEBDs shall include all costs including, but not limited to, packaging, certification and calibration.
3.3	Where any complete EEBD is Beyond Economical Repair (BER), the Contractor is to recover serviceable, or recoverable parts to be used in the repair of other EEBDs under this contract as set out in Annex A to Schedule 11.

4 : Ad-Hoc Re-Provisioning of Spares and procurement of new EEBDs

4.1	In the event that the Authority requires any Spares the Authority shall raise issue a CP&F Purchase Order.
4.2	The Contractor is to supply EEBDs Spares or new EEBD devices that conform to the latest approved drawings and specifications relating to the Reference and Part Numbers stated in the CP&F Purchase Order. They are to incorporate all relevant modifications unless otherwise instructed by the Authority. The Spares within scope of this Contract are listed at Annex B to Schedule 11.
4.3	The Contractor is to have the the ordered Spares and/or new devices ready for collection within the specified time frame stated against that item in Annex B to Schedule 11. Payment shall be made upon delivery and acceptance of ordered items in accordance with Clause 36 (Payment and Recovery of Sums Due).
4.4	The Contractor is to inform the Authority should any deliveries be delayed, providing the reason for delay, revised delivery date and the course of action underway to expedite the delivery. Such notification shall not override any KPI measure against the original Contracted date.
4.5	Should the Contractor order any items in anticipation of a requirement they do so entirely at its own risk. The Authority will accept no liability should any requirement not be authorised.
4.6	Any reductions, cancellations or changes in Part Numbers, Packaging Requirements, Diversion Orders etc., shall be notified to the Contractor by a revised Purchase Order and

	these shall constitute offers of amendment to the original Purchase Order. The Contractor shall acknowledge the revised Purchase Order within two (2) Business days.
4.7	Should the Contractor become aware that it will be unable to deliver any Spares or new devices within the terms of the Contract the Contractor shall immediately provide a report to the Authority detailing the nature of the issue, the Contractor's immediate actions to resolve the issue and the Contractor's steps to prevent the issue from reoccurring.
4.8	Prices detailed at Annex B to Schedule 11 shall include all costs including, but not limited to, certification and calibration.
4.9	Throughout the term of the Contract, the Authority may identify additional spares and exchanges which may be added to Schedule 11 Annex B through a contract amendment.

Glossary of terms

Abbreviation	Description
ACA	After Contract Award
AECMA	Association Europeenne des Constructeurs de Materiel Aerospatial
BCP	Business Continuity Plan
BER	Beyond Economical Repair
BR	Book of Reference
CE	Conformation European
CP&F	Contracting Purchasing and Finance
DEF STAN	Defence Standard
DEFCON	Defence Condition
DLS	Diving Life Support
DPO	Defence Procurement Office
DRACAS	Data Reporting, Analysis and Corrective Action System
EEBD	Emergency Escape Breathing Device
FFTU	Fire Fighting Training Unit
IPR	Intellectual Property Rights
ISA	Independent Safety Auditor
ISO	International Standards Organisation
ISS	In-Service Support
KPI	Key Performance Indicator
NATO	North Atlantic Treaty Organization
OMP	Obsolescence Management Plan
OSD	Out of Service Date
PMP	Project Management Plan
PO	Purchase Order
POEMS	Project Oriented Environmental Management System
POSMS	Project Oriented Safety Management System
PSEC	Project safety and environmental Committee
QA	Quality Assurance
RMP	Risk Management Plan
SALMO	Salvage and Marine Operations

SC	Safety and Environmental Case
SECR	Safety and Environmental Case Report
SEMP	Safety and Environmental Management Plan
SEMS	Safety Environment Management System
SOW	Statement of Work

Schedule 11 Annex A – Procedures for Exchange**PART A****PROCEDURE FOR THE EXCHANGE OF EMERGENCY ESCAPE BREATHING DEVICE M 20.2**

1. When a M 20.2 EEBD reaches the end of its fifteen (15) year life cycle the article is required to be exchanged.
2. [REDACTED] M20.2 EEBDs are estimated to be exchanged on an annual ad-hoc basis, collated by the Authority at Portsmouth Stores.
3. The Authority shall inform the Contractor once [REDACTED] expired M 20.2 EEBDs are ready to be exchanged. Once arrangements have been confirmed the Authority shall raise a CP&F PO for this work and provide the information to the Contractor.
4. The Authority shall transport the [REDACTED] expired M 20.2 EEBDs utilising MoD transport routes to the Contractor's premises..
5. The risk shall pass to the Contractor at the point of delivery, remaining with them until the exchanged M 20.2s are collected.
6. 10 Business Days prior to the exchanged M20.2 EEBDs being ready for collection, the Contractor shall contact the UK Defence Procurement Office (UKDPO) to arrange collection via the contact details below:

Email: [REDACTED]

Phone: [REDACTED]

7. The Contractor shall inform the Authority's Project Manager (as detailed in DEFFORM 111) once the M 20.2 EEBDs have been both received and collected.
8. The M20.2 EEBD exchange is to be completed within four (4) weeks from the date the expired M20.2 EEBDs are received at the Contractor's premises.
9. All reusable parts that are still serviceable are to be used to in order to provide the Authority with an exchanged M 20.2 EEBD which meets the standards and performance at new as specified in Sub-Clause 10 below.
10. The exchanged M 20.2 EEBDs shall have the same functional performance as a new M 20.2 EEBD, maintain non-magnetic designation and meet all specifications contained in the Authority's Cardinal Point Specification for the Respiratory Device for Self Rescue MMER WE128A1C/SEA/EME 22 Issue 2 dated June 2000. All returned exchanged units must have the full life of 15 years attributed to it on the date they are made available for collection by the Authority.
11. The Contractor shall be responsible for the disposal of hazardous materials of the expired M 20.2 EEBDs.
12. If an M 20.2 EEBD cannot be used for an exchange the Contractor shall follow the process as set out in Part C of this Annex A below.

13. The Authority will transport the [REDACTED] exchanged M 20.2 EEBDs to and from the Contractor's premises utilising MoD transport routes to the UK. Once the shipment has been received at [REDACTED] and accepted, the Authority shall inform the Contractor to invoice against the provided PO and the Authority will receipt the CP&F Purchase Order.

PART B

PROCEDURE FOR THE REFRESH PROCESS OF EXPECTATION TRAINER M 20.2XT

1. Used M20.2XT EEBDs are to be refreshed on a scheduled rolling fortnightly programme. The schedule shall be sent to the Contractor by [REDACTED] at the beginning of each year.
2. Each refresh is to be completed within two (2) weeks. The Contractor shall return the previous batch of refreshed M20.2XT EEBDs when collecting the next batch.
3. Approximately [REDACTED] M20.2XT devices will require a refresh each fortnight.
4. The Authority reserves the right to submit additional ad-hoc M20.2XT refreshes if training throughput requires it. These shall [REDACTED] with the Contractor and shall have a two (2) week delivery timeframe.
5. [REDACTED] shall be responsible for coordinating the collection of used M20.2XT devices from across the [REDACTED] as required. Additionally they shall hold any additional M20.2XT devices for the FFTUs.
6. The Contractor shall be responsible for the collection and return transportation of the M20.2XTs from Portsmouth FFTU Stores to the Contractor's site in the UK, as per the programmed schedule of work.
 - a. The Contractor shall arrange to hold a security pass for the [REDACTED] site in order to collect and return the equipment directly to the below address:
 - i. [REDACTED]
 - b. The used M20.2XT devices will be held at [REDACTED] in a storage bin for collection and returned by the Contractor accordingly.
 - c. The risk shall pass to the Contractors at the point of collection, remaining with them until the refreshed M 20.2XTs are returned to the Authority.
7. The Contractor shall refresh the M 20.2XT in accordance with the 'Product Refresh Process Summary Document' as shown in Annex D to Schedule 11. The returned M

20.2XT is to meet the standards and performance as specified for a new M 20.2XT device.

8. If an M 20.2XT cannot be used for exchange the Contractor shall follow the process as set out in Part C of this Annex A below.
9. Once the Contractor has collected the used M 20.2XTs they shall provide the Authority with the confirmed quantity to be refreshed, as due to fluctuation in training throughput this may vary.
10. When the quantity is confirmed, the Authority will provide approval for the refresh to commence and raise the CP&F Purchase Order for this period.
11. When the refreshed M 20.2XTs have been received at the [REDACTED], and accepted, the Authority shall receipt the CP&F POs on a monthly basis.

PART C

EEBDS CONSIDERED BEYOND ECONOMICAL REPAIR (BER)

1. No work shall be carried out on any EEBD which, after superficial examination, is certified by the Contractor to be Beyond Economical Repair, unless as outlined in Sub-Clause 3.
2. Where an EEBD cannot be used for an exchange the Contractor shall provide a brief report to the Authority, setting out the serial number, images and a description of the damage. The Contractor is to await the Authority's assessment before further work is to be carried out, or the item deemed Beyond Economical Repair.
3. Where any complete EEBD is Beyond Economical Repair, the Contractor is to recover serviceable, or recoverable parts to be used in the repair of other EEBDs under this contract.
4. Notwithstanding the provisions of DEFCON 601, items found to be Beyond Economical Repair are to be the subject of MOD Form 650/650A action and are to be reported to the Authority for disposal instructions.

Schedule 11 Annex B – Pricing**Contract Years 1 to 3 M 20.2 Exchange Pricing**

The following exchange prices are as per Clause 35 of the Terms and Conditions. **CONTRACT YEARS 1 to 3 are Firm Prices**

			Firm price / £ (including packaging)		
			27/03/24 to 31/03/25	01/04/25 to 31/03/26	01/04/26 to 31/03/27
1	M-20.2 EEBD Exchange	██████	██████	██████	██████

Contract Years 1 to 3 M 20.2XT Refresh Pricing

The following exchange prices are as per Clause 35 of the Terms and Conditions. **CONTRACT YEARS 1 to 3 are Firm Prices**

			Firm price / £ (including packaging & shipping)		
			27/03/24 to 31/03/25	01/04/25 to 31/03/26	01/04/26 to 31/03/27
1	M-20.2XT Expectation Trainer Refresh	██████	██████	██████	██████

Contract Years 1 to 3 Spares Pricing

The following spares prices are as per Clause 35 of the Terms and Conditions. **CONTRACT YEARS 1 to 3 are Firm Prices**

ITEM	IMC	NSC	NC	NIIN	DESCRIPTION	MOQ	DOQ	Firm price / £ (including packaging)			Delivery (weeks)
								27/03/24 to 31/03/25	01/04/25 to 31/03/26	01/04/26 to 31/03/27	
1	W092	4240	01	4395937	M-20.2 EEBD		EA				8
2	W092	4240	01	5732877	M-20.2XT Expectation Trainer		EA				4
3					M-20.2XT Cover Assembly		EA				2
4					M-20.2XT Base Assembly		EA				2
5					M-20.2XT Secondary Container		EA				2
6	W092	4240	01	4590078	M-20.2T EEBD Trainer with Faceshield & 2 extra Mouthpieces		EA				6
7	W092	4240	01	5027041	M-20.2T Trainer Faceshield, folded		EA				6
8	W092	4240	01	4642275	M-20.2T Trainer Mouthpiece Assembly		EA				4
9	W092	4240	01	4642627	M-20.2T Trainer S-Hook		EA				4
10	W092	4240	01	4642618	M-20.2T Trainer Band Assembly		EA				4
11	W092	4240	01	5027040	M-20.2T Trainer Bag Assembly		EA				6
12	W092	4240	01	5165519	M-20.2 Belt Loop Extender		EA				6
13	W092	4240	01	5027440	M-20.2 Pouch		EA				6

14	W092	4240	01	502703	M-20.2 Wire Stowage Rack		EA		4
15	W092	4240	01	5029710	M-20.2 Orange Secondary Container		EA		4
16	W092	4240	01	5029712	M-20.2T Trainer Blue Secondary Container		EA		6
17	W092	4240	01	5029711	M-20.2T Trainer Scrubber Bottom Assembly		EA		6
18	W092	4240	01	5029713	M-20.2T Trainer Oxygen Delivery Assembly		EA		6
19	W092	4240	01	4642735	M-20.2T Trainer Noseclip Assembly		EA		4
20	W092	4240	01	5029709	M-20.2T Trainer Base Assembly		EA		4
21	W092	4240	01	5030448	M-20.2T Trainer Cover Assembly		EA		4
22	W092	4240	01	5029714	M-20.2T Trainer Neck Harness Assembly		EA		4
23	W092	4240	01	5145423	M-20.2T Trainer Faceshield Folding Machine		EA		6
24	W092	4240	01	5145422	M-20.2T Trainer Faceshield Folding Tool		EA		6
25	O868	4220	99	7330485	Interspiro H. P. Swivel (CPS Regulator Adaptor)		EA		4
26	O868	4240	01	5219812	Interspiro Cylinder Pressure Sensor (CPS) *		EA		4

Schedule 11 Annex C – Deliverable Documentation

Item Ref.	Description	Contract Reference	Required Delivery Date
A1	Business Continuity Plan	Schedule 11 1.1.2	Reviewed on an annual basis and to be provided on request.
A2	Configuration Control Management Plan	Schedule 11 1.2.3	6 months ACA and reviewed on an annual basis.
A3	Progress Reports	Schedule 11 1.3.7	Submitted quarterly no later than 10 Business Days after the end of each quarter
A4	Safety and Environmental Case	Schedule 11 1.4.2	3 Months ACA and reviewed on an annual basis at the Project Safety Committee.
A5	Safety and Environmental Management Plan	Schedule 11 1.4.2	3 Months ACA and reviewed on an annual basis.
A6	Book of Reference (BR)	Schedule 11 1.4.7	Reviewed on an annual basis. Editorial changes to be made within 6 months, routine changes within 3 weeks and safety related changes within 2 weeks.
A7	Quality Management Plan	Schedule 11 1.5.1	6 months ACA and reviewed on an annual basis.
A8	Obsolescence Management Plan	Schedule 11 1.6.2	6 months ACA and reviewed on an annual basis.
A9	Risk Management Plan	Schedule 11 1.7.1	2 months ACA and reviewed on an annual basis.
A10	Exit Plan	Clause 46.8 of the Terms and Conditions	3 Months ACA and reviewed on an annual basis.
A11	Contractor's Commercial Sensitive Information Form	Schedule 5	Submitted with tender return
A12	Hazardous and Non-Hazardous Substances, Mixture or Articles Statement	Schedule 6	1 month ACA and reviewed following equipment or legislation changes.
A13	Timber and Wood-Derived Products	Schedule 7	Submitted with tender return
A14	DEFFORM 711 - Notification of IPR Restrictions	Schedule 10	Submitted with tender return and reviewed on an annual basis
A15	Acceptance of Security Aspects Letter (SAL)	Schedule 12, Annex A	Submitted with tender return
A16	Statement Relating to Good Standing	Schedule 15	Submitted with tender return
A17	DEFFORM 528 Import and Export Control Information	Schedule 16	Submitted with tender return and reviewed on an annual basis

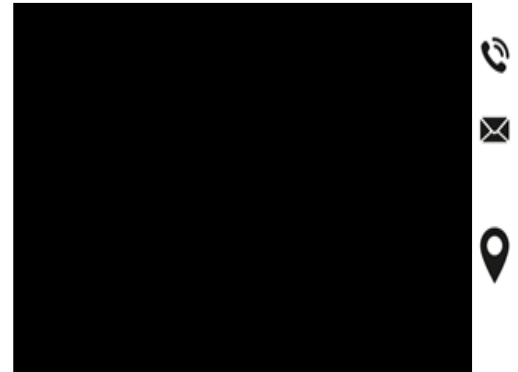
Schedule 12 – Security Aspects Letter

Ministry
of Defence



Date of Issue: 08/02/2024

Salvage and Marine Operations

**For the attention of:**

Facility Security Controller
Ocenco Inc
Lake View Corporate Park
10225 82nd Avenue
Pleasant Prairie
Wisconsin
USA
53158-5801

DCCP RAR: 909747136

Cyber Risk Profile: Very Low

ITT/CONTRACT NUMBER & TITLE: Supply and In-service Support of Emergency Escape Breathing Devices (EEBDs)

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
2. Aspects that constitute classified material, including UK OFFICIAL-SENSITIVE for the purpose of DEFCON 660, are specified below. These aspects must be fully safeguarded. The enclosed "Security Conditions" outlines the minimum measures required to safeguard UK OFFICIAL SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Information that is disclosed orally in confidence by the Authority (clause 13 of the Contract conditions applies – Nothing in this condition shall affect the parties' obligations of confidentiality where information is discussed orally in confidence).	UK OFFICIAL SENSITIVE LIMDIS

Contract documentation including tender document, costings, and Commercial Strategy.	UK OFFICAL SENSITIVE COMMERCIAL
Personal details of Authority staff, Contractors, and System Operators	UK OFFICAL SENSITIVE PERSONAL

3. You are required to complete a Supplier Assurance Questionnaire (SAQ) against the Defence Cyber Protection Partnership (DCPP) Risk Assessment Reference (RAR). Please use the attached SAQ Form and return to: UKStratComDD-CyDR-DCPP@mod.gov.uk

4. Measures must be taken to safeguard classified information and assets in accordance with applicable national laws and regulations. Your attention is drawn to the requirements of the Security Conditions. You should take all reasonable steps to make sure that all individuals employed on any work in connection with the ITT that have access to classified information and assets are aware of the protective requirements and that such requirements will continue to apply should the ITT be unsuccessful.

5. Will you please confirm that:

a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

6. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

7. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

8. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

Copy via email to:

ISAC-Group (MULTIUSER)

COO-DSR-IIPCSy (MULTIUSER)

UKStratComDD-CyDR-CySAAS-021

Annexes:

- A. Acceptance of SALMO Security Aspects Letter (SAL)
- B. OFFICIAL SENSITIVE Security Condition for UK Contracts.

ANNEX A to SAL: ITT/CONTRACT NUMBER & TITLE: Supply and In-Service Support of
Emergency Escape Breathing Devices (EEBD)

FOA:
Facility Security Controller
Ocenco Inc
Lake View Corporate Park
10225 82nd Avenue
Pleasant Prairie
Wisconsin
USA
53158-5801

ACCEPTANCE OF SALMO SECURITY ASPECTS LETTER (SAL)

Receipt of the above Emergency Escape Breathing Device (EEBD) SAL dated **08/02/2024** is acknowledged and understood.

On behalf of the Contractor, I confirm that:

- a. The SAL is understood and all personnel (as defined within the contract) who require access to Government Identifiable Information have been briefed on the security requirements in this SAL, and meet the security and access requirements, including 'need to know', clearance and nationality.
- b. The definitions of OFFICIAL-SENSITIVE Matter of the above contract, and all the security requirements in this SAL, have been brought to the attention of the person directly responsible for the security of this contract. This will include supplying suitable cascaded SALs and references to subcontractors,
- c. Individual need to know and access requirements in relation to the Supply and In-Service Support of Emergency Escape Breathing Devices contract, are strictly role-based, and therefore automatically rescinded on job change or departure and procedures will be taken to maintain this requirement.
- d. All conditions and requirements in this SAL will be complied with.

Signed: 

Date:11 MARCH 2024.....

Name: 
Job Title:

ANNEX B to SAL: ITT/CONTRACT NUMBER & TITLE: Supply and In-Service Support of Emergency Escape Breathing Devices (EEBD)

UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: [REDACTED]).

Definitions

2. The term "Authority" for the purposes of this Annex means the HMG Contracting Authority.
3. The term "Classified Material" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading. The Contractor is not required to mark documents graded UK OFFICIAL unless they are transmitted overseas or generated by a Contractor based outside the UK in a third-party country.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL, and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.
7. Once the Contract has been awarded, where Contractors are required to store or process UK

MOD classified information electronically, they are required to comply with the accreditation requirements specified in ISNs, Defence Condition 658 and Defence Standard 05-138. Details can be found at the links below:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK classified material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIALSENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be controlled.
9. Disclosure of UK classified material must be strictly controlled in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.
10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any classified material issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.
11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings, and other documents generated outside of this Contract.
12. Any samples, patterns, specifications, plans, drawings, or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK classified material shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the material and whose access is essential for the purpose of their duties.
14. The Contractor shall ensure that all individuals requiring access to UK OFFICIALSENSITIVE material have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed internally and

externally of Contractor premises. To maintain confidentiality, integrity and availability, distribution is to be controlled such that access to documents is only by authorised personnel. They may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the information.
19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so.
20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.
22. The Contractor should ensure 10 Steps to Cyber Security (Link below) is applied in a proportionate manner for each IT and communications system storing, processing, or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.
24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum-security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.
- a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.
 - b. Identification and Authentication (ID&A). All systems are to have the following functionality:
 - (1). Up-to-date lists of authorised users.
 - (2). Positive identification of all users at the start of each processing session.
 - c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “strong” using an appropriate method to achieve this, e.g., including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.
 - d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
 - e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIALSENSITIVE information may only be transmitted or accessed electronically (e.g., point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 17 above.
 - f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events, and violations.
 - (1). The following events shall always be recorded:
 - (a) All log on attempts whether successful or failed,
 - (b) Log off (including time out where applicable),
 - (c) The creation, deletion or alteration of access rights and privileges,
 - (d) The creation, deletion or alteration of passwords.
 - (2). For each of the events listed above, the following information is to be recorded:
 - (a) Type of event,
 - (b) User ID,
 - (c) Date & Time,
 - (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this, then the equipment must be protected by physical means when not in use i.e., locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

(1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g., viruses and power supply variations),

(2). Defined Business Contingency Plan,

(3). Data backup with local storage,

(4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),

(5). Operating systems, applications and firmware should be supported,

(6). Patching of Operating Systems and Applications used are to be in line with the manufacturers

recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a "Logon Banner" will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

"Unauthorised access to this computer system may constitute a criminal offence"

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or "un-trusted" systems unless protected by a firewall (a software based personal firewall is the minimum, but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g., disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites (Secure Sites are defined as either Government premises or a secured office on the contractor premises). For the avoidance of doubt the term "drives" includes all removable, recordable media e.g., memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.
27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
28. Portable CIS devices holding the Authorities' data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot, or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any Defence Related Classified Material to the Authority. The term Defence Related Classified Material includes MOD Identifiable Information (MODDI) (as defined in ISN2016/05) and any information or asset that has been given a security classification by the UK MOD. The term also includes classified information and assets held by UK Defence Contractors which are owned by a third party e.g., NATO or another country for which the UK MOD is responsible.
30. In addition, any loss or otherwise compromise of Defence Related Classified Material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the UK MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD Defence Industry WARP will also advise the Contractor what further action is required to be undertaken.

UK MOD Defence Industry WARP Contact Details

Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions)

RLI Email: defencewarp@modnet.r.mil.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 30 6770 2185

Mail: Defence Industry WARP, DE&S PSyA Office
MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

31. Reporting instructions for any security incidents involving Defence Related Classified Material can be found in the Incident Reporting Industry Security Notice at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Sub-Contracts

32. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are

incorporated within the sub-contract document.

33. The prior approval of the Authority shall be obtained should the Contractor wish to subcontract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Annex A (MOD Form 1686 (F1686) of ISN 2022/08 is to be used for seeking such approval. The MOD Form 1686 can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1095602/ISN_2022-08_Subcontracting_or_Collaborating_on_Classified_MOD_Programmes.pdf

34. If the sub-contract is approved, the Contractor shall flow down the Security Conditions in line with paragraph 32 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when the classified material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE classified material which cannot be destroyed in such a way shall be returned to the Authority.

Private Venture Activities

36. Private Venture (PV) funded (i.e., non-MOD funded) defence related projects and technology fall within one of the following three categories:

- Variants. Variants of standard defence equipment under research, development or in production,
e.g., aircraft, military vehicles or ships, etc. with non-standard equipment or fitments, offered to
meet special customer requirements or to avoid security or commercial difficulties associated with
the sale of an item in-Service with UK Armed Forces;
- Derivatives. Equipment for military or civil use that is not based on standard Service designs but
Is dependent upon expertise or technology acquired in the course of defence contracts;
- Freelance. Equipment of defence importance that is in no way based on information gained from
defence contracts.

37. UK Contractors shall ensure that any PV activity that falls into one of the above categories has been formally security graded by the MOD Directorate of Security and Resilience. Please see PV guidance on the following website further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

Publicity Material

38. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government.
39. For UK Contractors where the exhibition assets relate to multiple Delivery Teams or for Private Venture defence related material where there is no defined Delivery Team, the Contractor shall request clearance for exhibition from the Directorate of Security and Resilience when it concerns Defence Related Material. See the MOD Exhibition Guidance on the following website for further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

Export sales/promotion

40. The MOD Form 680 (F680) security procedure enables HMG to control when, how, and if defence related classified material is released by UK Contractors to foreign entities for the purposes of promotion or sales of equipment or services. Before undertaking any targeted promotion or demonstration or entering into any contractual commitments involving the sale or release of defence equipment, information or technology classified UK OFFICIAL-SENSITIVE or above to a foreign entity, a UK Contractor shall obtain F680 approval from the Export Control Joint Unit (ECJU) MOD Team. This includes assets classified UK OFFICIAL-SENSITIVE or above either developed to meet a UK MOD requirement or Private Venture (PV) equipment, as formally advised in a Security Aspects Letter (SAL) issued by the relevant Contracting Authority, or PV Security Grading issued by the MOD Directorate of Security and Resilience. Guidance regarding the F680 procedure issued by ECJU can be found at:

<https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-guidance>

41. If a Contractor has received an approval to sub-contract, under an MOD Form 1686 (F1686), for development/production of parts of an equipment, that approval also permits the production of additional quantities for supply to an export customer, when the Contractor has MOD Form 680 approval for supply of the complete equipment, as long as:
- a) they are identical, except for component obsolescence, to items produced under the UK programme that the approval to subcontract relates to; and
 - b) no additional OFFICIAL-SENSITIVE or above material is required to be released to the overseas subcontractor.

Interpretation/Guidance

42. Advice regarding the interpretation of the above requirements should be sought from the

Authority.

43. . Further requirements, advice and guidance for the protection of UK classified material at the level of UK OFFICIAL and UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

44. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractor's processes and facilities by representatives of the Contractor's National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Schedule 13 – Payment Plan

TO BE CONFIRMED.

Schedule 14 – Transfer Regulations

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 14, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

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

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

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

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

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

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

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

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

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

2. EMPLOYMENT

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

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

(a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;

(b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 14 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;

(c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;

(d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;

(e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

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

(a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 14 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;

(b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;

(c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 14 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

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

2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.

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

(a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or

(b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or

(c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

(d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 14.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 14 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Transferring Employees

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

(a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and

(b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Transferring Employees

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

(a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

(b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and

(c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:

(i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);

(ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;

(iii) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

(A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

(B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

(C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

(iv) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

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

(vi) legal and other professional costs reasonably incurred;

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

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

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

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

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

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

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

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

2.5 **Contracts (Rights of Third Parties) Act 1999**

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 **General**

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 14 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1**CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 2.1.1(b) of this Schedule 14, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT****Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule 14, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

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

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

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

1.4 Disciplinary

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

1.5 Further information

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

Part B

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

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

PART C

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

1.7.1 Performance Appraisal

The current year's Performance Appraisal;

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

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

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;

Schedule 15 – Statement Relating to Good Standing

The Statement Relating to Good Standing

Contract Title: Supply and In-service Support of Emergency Escape Breathing Devices (EEBDs)

Contract Number: 707615450

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

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

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

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

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

2. **Ocenco Incorporated** further confirms to the best of our knowledge and belief that within the last 3 years they:

a. have fulfilled their obligations relating to the payment of taxes and social security contributions of the country in which they are established or with those of any jurisdictions of the United Kingdom;

b. are not bankrupt or are not the subject of insolvency or winding-up proceedings, where their assets are being administered by a liquidator or by the court, where they are in an agreement with creditors, where their business activities are suspended or they are in any analogous situation arising from a similar procedure under the laws and regulations of any State;

c. have not committed an act of grave professional misconduct, which renders their integrity questionable;

d. have not entered into agreements with other suppliers aimed at distorting competition;

e. are not subject to a conflict of interest within the meaning of regulation 24;

f. have not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;

g. have not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;

h. are not guilty of serious misrepresentation in providing any information required by this statement;


i. have not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;

j. in relation to procedures for the award of a public services contract, are licensed in the relevant State in which they are established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;

k. have fulfilled their obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in [PPN 03/23](#) Annex D).

3. **Ocenco Incorporated** confirms they hold a Quality Management System certification to ISO 9001: 2015 or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body.

4. **Ocenco Incorporated** confirms they, or any part(s) of their intended supply chain is / are not linked to entities who are constituted or organised under the law of Russia or Belarus or under the control (full or partial) of a Russian / Belarusian person or entity.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.	
Organisation's name	Ocenco Incorporated
Signed (By Director of the Organisation or equivalent)	
Name	
Position	
Date	11 MARCH 2024

Schedule 16 – DEFFORM 528 Import and Export Control Information

The Contractor has stated that a licence is not required for Import/Export.

Schedule 17 – Key Performance Indicators (KPIs)

Should the Contractor believe that KPI data is impacted by circumstances outside their control, they may write to the Authority presenting this case. This will be considered by the Authority as a possible mitigation factor for adjustment to the KPI scoring for that period.

KPI Number	1
Service Area	Equipment Availability
KPI Descriptor	M20.2 EEBD Exchanges timeframes
Incidence Measure	<p>The Contractor shall deliver M20.2 EEBD Exchanges on an ad-hoc basis (typically annually) in accordance with the process and required delivery date, as set out in Annex A to Schedule 11.</p> <p>The Authority shall measure the Contractor performance against the contracted delivery date and the actual date delivered.</p>
Who Reports?	<p>DE&S DLS Inventory Manager.</p> <p>The Contractor will review M20.2 Exchange lead times and issue a summary / comment as part of the Quarterly Progress Report.</p>
Monitoring Frequency	Annually
Reporting Frequency	Annually
Retention Value	Maximum of 20% permanent retention if performance is at INADEQUATE

Performance Bands		
Band	Performance Level	% Retention
Good	100% of exchanged M20.2 EEBDs made available for collection within 4 weeks from the date the expired equipment is received at the Contractor's premises.	0
Approaching Target	100% of exchanged M20.2 EEBDs made available for collection within 5 weeks from the date the expired equipment is received at the Contractor's premises.	5% permanent retention
Requires Improvement	100% of exchanged M20.2 EEBDs made available for collection within 6 weeks from the date the expired equipment is received at the Contractor's premises.	10% permanent retention
Inadequate	Less than 100% of exchanged M20.2 EEBDs made available for collection within any timeframe from the date the expired equipment is received at the Contractor's premises.	20% permanent retention

KPI Number	2
Service Area	Equipment Availability
KPI Descriptor	M20.2XT EEBD Refresh timeframes
Incidence Measure	<p>The Contractor shall exchange M20.2XT EEBDs on a scheduled fortnightly programme from [REDACTED] in accordance with the process, as set out in Annex A to Schedule 11.</p> <p>In the event ad-hoc M20.2XT exchanges have been arranged by Authority outside of the scheduled programme of work these shall also have a 2-week delivery turnaround.</p> <p>The Authority shall measure the Contractor performance against the contracted due date and the actual date delivered.</p>
Who Reports?	<p>DE&S Inventory Manager and [REDACTED]</p> <p>The Contractor will review M20.2XT Exchange lead times to issue a summary / comment as part of the Quarterly Progress Report.</p>
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Retention Value	Maximum of 20% permanent retention if performance is at INADEQUATE
Retention Frequency	Quarterly
Retention Period	In accordance with Condition 46.5

Performance Bands		
Band	Performance Level	% Retention
Good	≥90% of refreshed M20.2XT EEBDs returned to Portsmouth FFTU Stores within 2 weeks from the date of the used equipment being collected.	0
Approaching Target	≥90% of refreshed M20.2XT EEBDs returned to Portsmouth FFTU Stores within 3 weeks but greater than 2 weeks from the date of the used equipment being collected.	5% temporary retention
Requires Improvement	≥90% of refreshed M20.2XT EEBDs returned to Portsmouth FFTU within 4 weeks but greater than 3 weeks from the date of the used equipment being collected.	10% temporary retention
Inadequate	≤89% of refreshed M20.2XT EEBDs returned to Portsmouth FFTU Stores OR more than 4 weeks from the date of the used equipment being collected.	20% permanent retention

KPI Number	3
Service Area	Equipment Availability
KPI Descriptor	Spares and new EEBD deliveries
Incidence Measure	<p>The Contractor shall deliver spares and new EEBDs on an ad-hoc basis in accordance with the process detailed in section 4 of Schedule 11 and the required delivery dates as set out in Annex B to Schedule 11.</p> <p>The Authority shall measure the Contractor performance against the contracted delivery date and the actual date delivered.</p>
Who Reports?	<p>DE&S DLS Inventory Manager.</p> <p>The Contractor will review spares/new EEBD lead times and issue a summary / comment as part of the Quarterly Progress Report.</p>
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Retention Value	Maximum of 20% permanent retention if performance is at INADEQUATE

Performance Bands		
Band	Performance Level	% Retention
Good	100% of spares/new EEBDs made available for collection within contracted timescales	0
Approaching Target	100% of spares/new EEBDs made available for collection within 1 week of contracted timescales	5% permanent retention
Requires Improvement	100% of spares/new EEBDs made available for collection within 2 weeks of contracted timescales	10% permanent retention
Inadequate	Less than 100% of spares/new EEBDs made available for collection within any timeframe.	20% permanent retention

KPI Number	4
Service Area	Contractor Management Activities
KPI Descriptor	Provision and amendments of all deliverable documentation as set out in Annex C to Schedule 11.
Incidence Measure	<p>The Contractor is required to provide all Deliverable Documentation as defined in Annex C to Schedule 11.</p> <p>The measure shall be delivery of all required documentation to agreed timescales, and compliance of the documentation with the requirements.</p> <p>Following the receipt of Deliverable Documentation, the Authority will undertake a review and may require the Contractor to make amendments, or revisions. The Contractor shall make these revisions in a timely manner and resubmit the Deliverable Documentation to the Authority for final approval.</p>
Who Reports?	The Contractor shall issue quarterly Progress Reports
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly

Performance Bands	
Band	Performance Level
Good	All Deliverable Documentation is received by the Authority on the due date for delivery as set out in Annex A to Schedule 11, and no amendments required.
Approaching Target	Amended Deliverable Documentation is received and accepted by the Authority with no further amendments required, within 10 Business Days of issue of comments.
Requires Improvement	Amended Deliverable Documentation is received and accepted by the Authority with no further amendments required between 11 and 20 Business Days after issue of comments.
Inadequate	Amended Deliverable Documentation is received and accepted by the Authority more than 20 Business Days after the issue of comments OR Amended Deliverable Documentation is not accepted by the Authority.