



**Ministry
of Defence**

Contract No: 710963451

**for Provision of Event Production Services for the
D-DAY 80th ANNIVERSARY**

**NATIONAL COMMEMORATIVE EVENT IN PORTSMOUTH
on 5th June 2024**

**Between the Secretary of State for
Defence of the United Kingdom of Great
Britain and Northern Ireland (“the
Authority”),**

**And BBC Studios Productions Ltd
registered under Company No.
09463829 at 1 Television Centre, 101
Wood Lane, London W12 7FA (“the
Contractor”)**

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General Conditions**1. General**

- a. In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 or the relevant clause or schedule, in which that capitalised expression appears.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against themselves which would materially adversely affect the Contractor's ability to perform their obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force they shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the reasonable knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or its nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

b. Subject to clause 4.d and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:

(1) Clause 4.a, 4.b and 4.c shall be amended to read:

a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."

(2) Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

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

- (1) Conditions 1 - 44 (and 45 - 47, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Contractor Deliverables, Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the

basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Formal Amendments to the Contract

a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

(1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used); and

(2) both parties' unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by both parties.

b. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

(1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or

(2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

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

7. Authority Representatives

a. Any reference to the Authority in respect of:

(1) the giving of consent;

(2) the delivering of any Notices; or

(3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

(1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

(2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid,

legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

9. Waiver

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

10. Assignment of Contract

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party, such consent not to be unreasonably withheld.

11. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

12. Transparency

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor

understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.

- b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clauses 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;
- (2) taking account of the Sensitive Information set out in Schedule 5, consult in good faith with the Contractor in advance where the Authority intends to publish Information which has been identified as Sensitive Information and will meaningfully consider any representation made by the Contractor. For the avoidance of doubt the Contractor acknowledges that the Authority, acting reasonably, is obliged by statute to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR, however the Authority acknowledges that Sensitive Information will, if reasonable and in line with relevant statute, be excluded from publishing; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the Information being published to ensure the public obtain a fair view on how this Contract is being performed.

Publishable Performance Information

- e. Within three (3) months of the effective date of Contract the parties will meet to discuss and agree in good faith a Publishable Performance Information Report consistent with the content requirements of Schedule 9.

f. The parties shall seek to resolve any dispute in connection with the preparation and/or agreement of Publishable Performance Information, in accordance with the dispute resolution procedure provided for in this Contract by 30th September 2024. If the Parties are unable to resolve the dispute within this timescale the Authority may publish the Publishable Performance Information in October 2024.

- g. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Confidential Information

- a. Subject to clauses 13.d to 13.i and Condition 12 each Party:

- (1) shall treat in confidence all Confidential Information it receives from the other;
 - (2) shall not disclose any of that Confidential Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Confidential Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Confidential Information other than for the purpose of the Contract; and
 - (4) shall not copy any of that Confidential Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Confidential Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
- (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and,
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. Each party shall ensure that their employees are aware of the arrangements for discharging the obligations at clauses 13.a and/or 13.b before receiving Confidential Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:
- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Confidential Information in accordance with other Conditions of the Contract; or
 - (3) can show:
 - (a) that the Confidential Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Confidential Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Confidential Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Confidential Information was derived independently of that received under or in connection with the Contract;
- provided that the relationship to any other Confidential Information is not revealed.
- e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Confidential Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Confidential Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.
- f. Either party may disclose the Confidential Information:
- (1) in the case of the Authority, to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) subject to clause 12d(2) above in relation to Sensitive Information (save only where the Authority is required to disclose the Information within a timescale that would make prior discussion with the Contractor reasonably not possible) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 for any reasonable purpose relating to or connected with the Contract;

(5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract;

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

g. Where either party intends to disclose confidential Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, they will endeavour to provide the other party with 3 Business Days' notice in advance of such disclosure and procure from the intended recipient of the confidential Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may, subject to clause 12d(2) above in relation to Sensitive Information (save only where the Authority is required to disclose the Information within a timescale that would make prior discussion with the Contractor reasonably not possible) redact the Sensitive Information subject to such redaction being compliant under law. Any decision to redact Information made by the Authority shall be final.

i. Subject to clause 12d(2) above in relation to Sensitive Information (save only where the Authority is required to disclose the Information within a timescale that would make prior discussion with the Contractor reasonably not possible) neither party will be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, each party shall consult the other where either party is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the other party of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract (for the avoidance of doubt this excludes the same in relation solely to the broadcast of the Event as opposed to the production of the Event) unless the Authority has given its prior written consent.

15. Change of Control of Contractor

a. Save in respect of any change of control within the BBC group of companies, the Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor before the date identified in Schedule 3 (Contract Data Sheet) on which this Contract will automatically expire. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section

Strategic Supplier Management Team

Spruce 3b # 1301

MOD Abbey Wood,

Bristol, BS34 8JH

and emailed [to: DefComrcISSM-MergersandAcq@mod.gov.uk](mailto:DefComrcISSM-MergersandAcq@mod.gov.uk)

c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.

d. Save in respect of any change of control within the BBC group of companies, the Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d the Authority will make a payment representing any commitments, liabilities or expenditure incurred or committed by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence and such costs shall be subject to Event Management Fee, Overheads and Contract Profit Rate.

f. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

16. Environmental Requirements

The Contractor shall in all their operations to perform the Contract, reasonably adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Contractor shall provide evidence of so doing to the Authority on reasonable request.

17. Contractor's Records

a. The Contractor and their Subcontractors shall maintain all relevant records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when reasonably requested on reasonable notice.

b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

(1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and

(2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 3 years from:

- (1) the end of the Contract term;
- (2) the termination of the Contract; or
- (3) the final payment;

whichever occurs latest.

18. Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;

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

19. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority determined in accordance with the Approval Process described in Schedule 11 (Requirement Approval Process), the Schedule of Requirements (including the Existing Requirements and the Preliminary Services) and the Specification, and shall allocate reasonably sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. All Authority hosts hosting the Contractor's Team at any of the Authority's premises shall:
 - (1) ensure their visitors are fully briefed on the site's emergency evacuation procedures;
 - (2) notify visitors of any risks (where applicable);
 - (3) ensure suitable arrangements are in place to enable an individual with any form of disability to access and leave the building safely;
 - (4) ensure their visitors are aware of access and security requirements that apply to the premises being visited by the Contractor.
- e. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observes, all relevant health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises that the Contractor and Contractor's Team visits, provided that the Contractor is suitably briefed on the same by its Authority host;
 - (2) notify the Authority as soon as they become aware of any material health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) obtain, and at all times maintain, all necessary licences and consents that are the obligation of the Contractor in relation to the Contractor Deliverables.

21. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet).
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
 - (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety At Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and
 - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation (Amendment) Order 2019.

e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health

and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:

- (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.

- (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are

available from:

DES LSOC SpSvcs--SptEng-Pkg1

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk

- (b) The MPAS Documentation is also available on the DStan website.

- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).

- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').

- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.

- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.

- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a

registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.

- (8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

- (1) If the Contractor or their Subcontractor is the PDA they shall:

- (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to

Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.

- (b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:

- i. a list of all SPIS which have been prepared or revised against the Contract; and
 - . a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
- (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
- (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
- (3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
- (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
 - (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - (b) Each consignment package shall be marked with details as follows:
 - i. name and address of consignor;
 - ii. name and address of consignee (as stated in the Contract or order);
 - iii. destination where it differs from the consignee's address, normally either:
 - (i). delivery destination / address; or
 - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.l.
 - (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);

- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.
- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
 - (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
 - (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).

q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.

s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

23. Plastic Packaging Tax

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with Condition 17 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
- (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 23.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

24. Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. The Contractor shall provide to the Authority:

- (1) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (2) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (3) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety information and forward it to the Authority and to the address listed in clause 24.i below; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details in Schedule 6 of:
- (1) activity; and
 - (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance
- with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).
- i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
- (1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH
 - (2) Emails to be sent to:
DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk
- j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
- k. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to

require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

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

25. Timber and Wood-Derived Products

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or FSC-certified or equivalent source.

b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

d. The Authority reserves the right at any time during the execution of the Contract and for a period of one (1) year from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall

send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

(1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at <https://www.forestryengland.uk/>) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or

(2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. If a CofC is required under Schedule 3, each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.

c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).

d. If a CofC is required under Schedule 3, the Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) NATO Stock Number (NSN) (where allocated);
- (10) identification marks, batch and serial numbers in accordance with the Specification;
- (11) quantities;
- (12) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

e. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

27. Access to Event location

a. The Contractor shall provide to a reasonable number of pre-accredited Authority's Representatives following reasonable Notice reasonable access to the Event location for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

Not applicable

30. Rejection and Counterfeit Material Rejection:

Not applicable

Counterfeit Material:

- a. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Material, it shall:
- (1) notify the Contractor in writing of its suspicion and reasons therefore;
 - (2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
 - (3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);

(4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and

(5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.

d. Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a and 30.b (Rejection), and provide written notification to the Contractor of the rejection.

e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:

(1) retain any Counterfeit Materiel; and/or

(2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the

Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;

and such retention shall not constitute acceptance under Condition 29 (Acceptance).

f. Where the Authority intends to exercise its rights under clause 30.e the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange, for:

(1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or

(2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.

g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

(1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;

(2) to pass it to a relevant investigatory or regulatory authority;

(3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall, at the discretion of the Authority, be shared with the Contractor; and/or

(4) to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor;

and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).

h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.

i. The Authority shall not use a retained Contractor Deliverable or consignment other than as permitted in clauses 30.c – 30.k.

j. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.

k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:

(1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or

(2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

31. Diversion Orders

Not applicable

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

33. Intellectual Property Rights

33.1 [Redacted]

33.2 [Redacted]

33.3 [Redacted]

33.4 [Redacted]

33.5 [Redacted]

33.6 [Redacted]

34. Third Party Intellectual Property Rights Infringement Indemnity

34.1 [Redacted]

34.3 [Redacted]

34.3 [Redacted]

34.3. [Redacted]

34.3. [Redacted]

- 34.3. [REDACTED]
[REDACTED]
- 34.3. [REDACTED]
[REDACTED]
[REDACTED]
- 34.3. [REDACTED]
[REDACTED]
- 34.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 34.5 [REDACTED]
[REDACTED]
[REDACTED]

Pricing and Payment

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price, which shall not exceed the sum stated in Schedule 2, Clause 8(b) subject to any permitted amendment of the Contract Price.
- b. Subject to clause 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable but excluding Value Added Tax. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contractor Deliverables supplied which may be for shipment outside of the UK.
- c. Calculation of the Contract Price is explained in Annex 1a to Schedule 11.
- d. The process by which the Contractor shall provide transparent cost reporting to the authority is defined in Schedule 11.
- e. The Authority shall only be liable for the Component Price in relation to a Contractor Deliverable, where the costs for the Contractor Deliverable are Allowable Costs as defined in the SSCR 2014.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. [REDACTED]
[REDACTED]
[REDACTED]

c. [REDACTED]
[REDACTED]
[REDACTED]

- d. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.

37. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Contractor Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 38.b and 38.c.(2).

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

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 38.a.(1) and 38.a.(2); and
- (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a.(1) and 38.a.(2).

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

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice in accordance with the Contractor's standard payment terms;
 - (3) providing that where the Contractor fails to comply with clause 39.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b.(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 39.b.(1) to 39.b.(4).

Termination

40. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts will include escalation and good faith discussion amongst more senior representatives of the Parties and may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such

termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:
 - (a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(8) the court making an award of sequestration in relation to the Contractor's estates.
Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 41.a.(9) to 41.a.(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or

shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
- (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:

- (1) to terminate the Contract and recover from the Contractor the amount of any reasonable and mitigated loss resulting from the termination;
- (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
- (3) to recover from the Contractor any other reasonable and mitigated loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this Condition, the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
- (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the proven prohibited act is that of a Subcontractor or anyone acting on their behalf;
 - (b) requiring the Contractor to use reasonable endeavours to procure the immediate removal from the Contract of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the proven prohibited act is that of such employee.

f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry

of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

- (1) not start work on any element of the Contractor Deliverables not yet started;
- (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
- (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
- (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.

c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b) (3) in respect of Services, the Authority shall pay the Contractor all fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract and such costs shall be subject to the Event Management Fee, Overheads and Contract Profit Rate. .

d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and
- (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred or committed by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:

- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c.(1);
- (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
- (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.

g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

a. In addition to any other rights and remedies, either party shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the other party where the other party is in material breach of their obligations under the Contract and such breach is either incurable or has not been cured within 20 Business Days' notice of such material breach.

b. Where either party has terminated the Contract under clause 43.a the other party shall have the right to seek to claim such costs or damages as may have been sustained as a result of the party's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

Additional Conditions

45. The project specific DEFCONS and DEFCON SC variants that apply to the Contract are:

Defcon 35 (SC2) (06/21) – Progress Payments

Defcon 76 (SC2) (Edn 11/22) – Contractor's Personnel at Government Establishments

Defcon 126 (Edn 06/21) – International Collaboration

Defcon 501 (Edn 10/21) – Definitions and Interpretations

Defcon 516 (Edn 04/12) - Equality

Defcon 532B (Edn 12/22) – Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

Defcon 540 (SC2) (Edn 05/23) – Conflicts of Interest

Defcon 565 (Edn 07/23) – Supply Chain Resilience and Risk Awareness

Defcon 595 (Edn 03/19) – General Purpose Automatic Test Equipment Data Requirements

Defcon 601 (SC2) (Edn 03/15) – Redundant Material

Defcon 607 (Edn 05/08) – Radio Transmissions

Defcon 611 (SC2) (Edn 12/22) – Issued Property

Defcon 621B (Edn 10/04) Transport (If the Contractor is Responsible for Transport)

Defcon 624 (SC2) (Edn 08/22) – Use of Asbestos

Defcon 642 (Edn 07.21) – Progress Meetings

Defcon 658 (SC2) (Edn 10/22) – Cyber

Defcon 660 (Edn 12/15) – Official Sensitive Security Requirements

Defcon 670 (SC2) (Edn 11/17) – Tax Compliance

Defcon 681 (Edn 06/02) – Decoupling Clause – Subcontracting with the Crown

Defcon 800 (Edn 12/14) – Qualifying Defence Contract

Defcon 802 (Edn 12/14) – QDC: Open Book Accounting on Sub-Contracts that are not Qualifying Sub-Contracts

Defcon 803 (Edn 04/21) – Disapplication of Final Price Adjustment (FPA)

Defcon 804 (SC2) (Edn 11/17) – QDC: Confidentiality of Single Source Contract Regulations Information

Defcon 811 (SC2) (Edn 11/17) – Single Source: Profit and Loss Sharing on Firm/Fixed Price Contracts

Defcon 812 (Edn 04/15) – Single Source Open Book

Defcon 813 (Edn 12/14) – Single Source Contract Reports and Notifications**Defcon 814 (SC2) (11/17) – Single Source Confidentiality of Open Book and Reporting Information****46. The special Conditions that apply to the Contract are:****Force Majeure**

- a. The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
 - i. acts of nature which include *disease, epidemic/pandemic (including coronavirus) and SARS, flood and hazardous weather*;
 - ii. war;
 - iii. hostilities;
 - iv. fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by the Contractor's negligence;
 - v. national strikes;
 - vi. terrorism;
 - vii. civil commotion;
 - viii. nuclear accident;
 - ix. death of the Monarch or other senior member of the Royal Household; and
 - x. any other occurrence that the Authority reasonably agrees is beyond the reasonable control of the Contractor that reasonably prevents the Contractor from carrying out the Services.
- b. The Contractor shall promptly notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.
- c. Subject to Clause d below, the Parties shall meet as soon as possible on the occurrence of a Force Majeure Event to discuss in good faith the way forward, the effect of the Force Majeure Event on their ability to perform any of their obligations under the Agreement and possible mitigation options, including but not limited to an appropriate extension of time for performing their obligations, provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours both to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of its obligations under this Contract. In so doing, however, the Contractor will not be expected to incur any additional costs of its own. The Contractor shall notify the Authority of the costs that are directly attributable to overcoming the Force Majeure Event. The Authority shall notify the Contractor if the Authority is willing to accept those additional costs. Where such additional costs have been agreed to in writing by the Authority, the Authority shall pay such costs in accordance with the provisions of the Contract.
- d. If the parties are not able to agree a way forward under clause c above, the Authority may, on giving written notice to the Contractor, terminate this Contract with immediate effect if the continued performance of this Contract is prevented by way of a Force Majeure Event. In the event that the Agreement is terminated by the Authority due to the occurrence of a Force Majeure Event, the Authority shall pay the Contractor, in respect of their Firm Costs a sum which represents its unavoidable loss (which may include costs incurred or committed) by reason of termination of the Contract and such costs shall be subject to the Event Management Fee, Overheads and Contract Profit Rate.

47. The processes that apply to the Contract are: Not Used

[REDACTED]

Subject to Contract

**Contract No: 710963451 for the Provision of Event Production Services for the
D-Day 80th Anniversary National Commemorative Event in Portsmouth on 5th June 2024**

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of BBC Studios Productions Ltd:

Print Name: [REDACTED]

Title: Director of Business and Legal Affairs, Global Entertainment

Signature: [REDACTED]

Date: 26 April 2024

For and on behalf of the Secretary of State for Defence:

Print Name: [REDACTED]

[REDACTED] Commercial Lead and Business Partner

[REDACTED] [REDACTED]

[REDACTED] 26 April 2024

Subject to Contract

Schedule 1 - Definitions of Contract

Allowable Costs	means the costs incurred to deliver a QDC where Costs must be Appropriate, Attributable and Reasonable ("AAR") as defined in the Defence Reform Act 2014 and the Single Source Contract Regulations 2014 ("SSCR 2014");
Approval Process	means the process described in with Schedule 11 (Requirement Approval Process);
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;
Baseline Profit Rate ("BPR")	means 8.24% as per the Secretary of State's determination of the baseline profit rate applicable to Qualifying Defence Contracts entered into from 1 st April 2024 published in The Gazette (https://www.thegazette.co.uk/notice/4579528), which is subject to the Authority's adjustment under the SSCR 2014 for the purpose of this Contract (for further information see

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<https://www.gov.uk/government/news/2024-contract-profit-rate>;

Business Day

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

Central Government Body

a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or
- d. 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)

Component Price

means the total price agreed by the Authority for a Contractor Deliverable under each Requirement in accordance with the Approval Process, and shall consist of the Firm Cost plus the Overhead plus the Event Management Fee plus the Contract Profit Rate) but excluding VAT;

Conditions

means the terms and conditions set out in this document;

Confidential 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 which by its nature is confidential, is designated by the disclosing party as confidential or which the receiving party knows or ought to know is confidential

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;

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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 writing or in accordance with Condition 6 (Formal Amendments to the Contract);
Contract Completion Report	means the final Cost Control Book with all costs having been reviewed and agreed by the Authority and which therefore shows the final calculation of the Contract price;
Contract Notification Report	means, following the Effective Date, the first submission by the Contractor to the Authority of the Cost Control Book, in which the Contractor shall have entered its costs in the detail specified by the Authority;
Contract Price	means the sum total of the Component Prices excluding VAT, payable to the Contractor by the Authority under the Contract for the full and proper performance by the Contractor of their part of the Contract as determined under the provisions of the Contract, which shall not exceed the Total Agreed Budget;
Contractor	means the person or organisation 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 Requirements approved under the process specified in Schedule 11, and 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;

**Subject to Contract
Contractor Proposal**

means the proposal made by the Contractor, described in Part B of the relevant New Requirement Approval Form, to meet the New Requirement described in Part A of the relevant New Requirement Approval Form;

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;

Counterfeit Materiel

means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:

- a. misleading marking of the materiel, labelling or packaging;
- b. misleading documentation; or
- c. any other means, including failing to disclose information;

except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.

Cost Control Book

has the meaning specified in Schedule 11;

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:

Subject to Contract

- 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;

Subject to Contract Estimated Cost	means the price for a Contractor Deliverable as proposed by the Contractor exclusive of Overhead, Event Management Fee, Contract Profit Rate and VAT;
Event	means the D-Day 80 UK National Commemorative Event taking place on Southsea Common in Portsmouth on 5th June 2024;
Event Management Plan	means the Contractor's plan for delivery of the Event;
Evidence	means either: 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; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Existing Requirements	means the requirements described within Schedule 2 (Schedule of Requirements);
Firm Cost	means the cost agreed by the Authority, of a Contractor Deliverable excluding Overhead, Event Management Fee, Contract Profit Rate and VAT;
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

Subject to Contract

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;

Intellectual Property Rights

means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights in computer software, rights to and in know-how and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

International Copyright Clearances

has the meaning given to it in paragraph 15 of Schedule 2 to this Agreement.

IPR Claim

means any action, suit, claim, demand, loss or other liability which either party may suffer or incur as a result of any claim that the Contractor Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement or passing off) of any third party IPR, used to provide the Contractor Deliverables or otherwise provided and/or licensed by the Contractor (or to which the Contractor has provided access) to the Authority in the fulfilment of its obligations under a 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;

Subject to Contract 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;
Live Broadcast	means a cinematic showing on BBC One on the 5 th June 2024 of the Event
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 intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

**Subject to Contract
New Requirement**

means a requirement not included in Schedule 2 as an Existing Requirement but instead added to the Contractor Deliverables via the mechanism set out in Annexes 2 and 3 of Schedule 11;

Notices

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

Notified Matters

means the matters notified by the Contractor to the Authority, described within Part B of the relevant New Requirement Approval Form;

Overseas

shall mean non UK or foreign;

[REDACTED]

[REDACTED]

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 Schedules 915 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;

Preliminary Services

means the services provided by the Contractor described within the Table of Preliminary Services at clause **Error! Reference source not found.**i of Schedule 2 (Schedule of Requirements);

**Subject to Contract
Price**

means the price for the Preliminary Services described in the Table of Preliminary Services at clause 4)p.ii of Schedule 2 (Schedule of Requirements);

**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);

Production

means the recording of audio and/or visual images, photography, the creation of any trailers, documentaries, making of films, DVD extras, advertising, promotion or any other material and all Intellectual Property Rights, produced by the Contractor for the Event under the Contractor Deliverables;

Production Publications

means all publications which are customarily regarded as being ancillary to the publication and exploitation of the Production including: (a) the “making of” books describing the making of the Production; (b) if applicable, either (i) the novelisation of the Scripts of the Production; or (ii) publication of the Scripts of the Production;

**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;

QDC

means a Qualifying Defence Contract in accordance with the Defence Reform Act 2014 and the Single Source Contract Regulations 2014;

Quarter

shall mean a period of three (3) successive months commencing on any first day of January, April, July or October during each calendar year.

Recordings

means recordings of the intended broadcasts by BBC1 of commemorative events taking place in Portsmouth and the Bayeux Cemetery on 5th June 2024 and in Ver-Sur-Mer on 6th June 2024;

Subject to Contract

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: <ul style="list-style-type: none">a. pre-consumer reclaimed wood and wood fibre and industrial by-products;b. post-consumer reclaimed wood and wood fibre, and driftwood;c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Requirement	means the requirement described within Part A of the relevant Requirement Approval Form;
New Requirement Approval Form	means the form used by the Parties to agree a New Requirement, a template of which is included at Annex 2 to Schedule 11 (Requirement Approval Process);
New Requirement Reference Number	means the unique number allocated by the Authority to the Requirement within Part C of the relevant Requirement Approval Form;
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 (acting reasonably) as being sensitive after good faith discussions with the Contractor, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Subject to Contract 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) or a New Requirement Approval Form. 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;
STANAG 4329	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;
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;
Territory	means the World and the Solar System;
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;
Total Agreed Budget	means the sum stated in Schedule 2, Clause 8b which is exclusive of VAT;
Transparency Information	means the content of this Contract in its entirety, including DefCon 812 (Single Source Open Book), DefCon 814 (confidentiality),

Subject to Contract

DefCon 815 (transparency of pricing), and 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.

Subject to Contract

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions). NOT USED.

Subject to Contract

Schedule 2 - Schedule of Requirements (Specification) for Contract No: 710963451

1) Purpose

- a. The parties agree that the Contractor shall produce and deliver the Event on 5th June 2024 ("Delivery Date") which shall be a minimum of 90 minutes in duration as further set out in this Contract.
 - b. The Contractor shall (by separate arrangement with the BBC) produce a Special Event Programme of approximately 90 minutes duration which is intended but not guaranteed for live broadcast on BBC1 on 5th June 2024 to mark the D-Day 80 UK National Commemorative Event in Portsmouth.
 - c. Whereas the Authority and the Contractor shall collaborate to agree the content and running order of the Event itself, the Authority accepts that BBC1 shall have full editorial independence in respect of what it decides to broadcast and when.
 - d. If any force majeure event leads BBC1 to be prevented from broadcasting live on 5th June 2024, the Contractor shall explore and discuss with the BBC in good faith any suitable alternative opportunities for broadcast of the Special Event Programme.
- 2) The Contractor shall deliver the Event in accordance with all relevant and/or applicable rules, regulations and guidance, including those contained within Portsmouth City Council's event management plan.
- 3) [REDACTED]
- 4) The Contractor shall deliver its own Event Management Plan to the Authority no later than 1 calendar month prior to the Event which shall include but is not limited to:
- a. CAD Drawing of the Event Site;
 - b. Risk Assessment with pre and post mitigation impacts assessment;
 - c. Health and Safety Plan including inductions and briefings;
 - d. Security Plan;
 - e. Updated Event schedule including a timed and dated schedule for pre-production activities; site build, rehearsals; the Event day schedule and site breakdown schedule; and,
 - f. the Schedule of Existing Requirements specified in this Schedule 2 and any additional New Requirements where both shall be subject to agreement in writing by the Contractor and the Authority as Contractor Deliverables in accordance with Schedule 11.
- 5) The Contractor shall also:
- a. [REDACTED]
 - b. Discuss with the Authority at its request any potential cost impacts and implications of the risks identified in the Risk Assessment described in 4(b) above.
- 6) MOD acknowledges that the Contractor's successful delivery of the Event, including the Schedule of Existing Requirements set out herein, is reliant upon the following:
- a. the Authority's provision of the Authority Deliverables as set out in Schedule 12; and,
 - b. the Authority's coordination through its programme governance of Third Party Deliverables by third parties other than the Contractor as set out in Schedule 13;

Subject to Contract

Notwithstanding the above, the Contractor accepts that it has the same responsibility as other third parties to work within the Authority's programme governance and make every reasonable effort to overcome challenges and failures, should they occur, by other third parties, that may otherwise affect the Contractor's ability to deliver the Event.

In respect of the foregoing, the Contractor shall have no liability under this Contract for its failure or delay in respect of delivery of the Event due to the lack of provision, delay, poor quality and/or interruption of either the Authority Deliverables and/or the Authority's coordination of Third Party Deliverables as applicable.

- 7) The Authority and the Contractor are refining the Existing Requirements and associated costs iteratively. The Parties shall collaborate on all aspects of the Event, in order to refine and agree the Existing Requirements and associated Component Prices in accordance with the Approval Process in Schedule 11.

8) Background

- a. The 80th Anniversary of D-Day in June will be a seminal moment for the UK as the last major commemoration at which surviving veterans are expected to be present in any number. The importance of this generational transition from living memory to historical remembrance has been recognised by our allies, and it is incumbent upon HMG to deliver events that aspire to match the levels of prestige that allies are setting for this solemn occasion.
- b. The Authority has been tasked with leading cross-Government activity to deliver a successful event. The D-Day 80 Delivery Team will act as the Authority for scoping the Existing Requirements and associated activity with the Contractor as outlined in this Schedule.
- c. The Event will be held in Portsmouth, which was the home of UK national commemorations for both D-Day 70 (2014) and D-Day 75 (2019). It shall consist of a 90-minute event that will focus on the three key themes of:
 - i. Veterans;
 - ii. allies; and,
 - iii. passing the baton to and educating today's youth.
- d. The Contractor will provide all site infrastructure as set out in the Contractor Deliverables.
- e. The Contractor shall, as reasonably required, cooperate with third party organisations and agencies involved in the Event. Third parties include but are not limited to Portsmouth City Council, Hampshire and Isle of Wight Constabulary, Hampshire Fire & Rescue Services, NHS, Home Office, Dep for Transport, DoE, DCMS, FCDO.

Schedule of Existing Requirements**9) Agreeing the Schedule of Existing Requirements**

- a. As of the Effective Date, the exact nature, scope and detail of the Authority's requirements are being developed collaboratively with the Contractor. Schedule 11 provides a mechanism by which the detailed specification and associated costs for each Existing Requirement shall be agreed between the parties.
- b. In any case the Contract Price excluding VAT shall not exceed the Total Agreed Budget of £8.94 million GBP *inclusive of* the Preliminary Costs agreed in accordance with the Pre-Contract Agreement Letter ("PCAL") signed by the parties on 8th March 2024.

Subject to Contract

- c. This is a Qualifying Defence Contract ("QDC") and the final Contract Price is the sum of the Component Prices agreed by the Authority in accordance with the Approval Process in Schedule 11 including the Preliminary Costs.
- d. The Component Prices are comprised of:
 - Allowable Costs (which must be Appropriate, Attributable and Reasonable ("AAR") as specified under the Single Source Contract Regulations 2014 ("SSCR")) ; plus,
 - Allowable Costs *multiplied by* the Contract Profit Rate.
- e. At the Effective Date of Contract, the requirements described below (the "Existing Requirements") are proposed by the Contractor along with its Estimated Costs and are subject to refinement and agreement by the Authority in accordance with the Approval Process in Schedule 11.
- f. Unless otherwise agreed in writing by the Authority, all Requirements and associated Component Prices shall be agreed iteratively and in good faith between the Contractor and the Authority.

10) Existing Requirements

The Contractor has provided Estimated Costs for each of the requirements set out below; each Estimated Cost may be changed subject to agreement by the Authority in accordance with Schedule 11:

- a. **STAFF: Creative Content Team and Event Production Team:** ensure provision of sufficient staffing and management of staffing in relation to all activities such that they are sufficiently qualified and experienced for their respective roles to include:
 - i. Creative Director;
 - ii. All necessary producers;
 - iii. Production Managers;
 - iv. Floor Managers;
 - v. Associated specialist staff (logistics, Health and Safety, accessibility);
- b. **ARTISTS:** performance artists to include but not limited to:
 - i. host or hosts for the Event;
 - ii. all necessary wardrobe and make-up specialists to support Event artists;
 - iii. Choir (based on an assumption of forty (40) members);
 - iv. Choreographer;
 - v. Dancers (as required for production intent);
 - vi. BSL signer/s;
 - vii. Chaperones;
- c. **FILM – EVENT /Screens and films:** conduct all necessary filming and post-production activity related to the Event to include:
 - i. film crew;
 - ii. data wrangler;

Subject to Contract

- iii. post-production staff;
- iv. editors and dubbing mixer;

[REDACTED]

- d. **COPYRIGHT:** ensure copyright regulations are adhered to and ensuing costs covered in relation to the Event to include:

- i. screen graphics and content creation;
- ii. clearance for screens/projection archive;
- iii. archivist;
- iv. music copyright clearance;
- v. music rights executive;
- vi. International Copyright Clearances for which no Overhead of Event Management Fee shall be chargeable;

[REDACTED]

- e. **STAGING:** adequate staging and ancillary equipment in relation to all activities including:

- i. Staging (and all ancillaries for Main Stage, B-stage, handrails);
- ii. Front of House units;
- iii. Royal box (including royal box lift if required);
- iv. [REDACTED]
- v. News/photography platform;
- vi. All necessary lighting structures, cable bridges and cranes;
- vii. Additional decking area for veterans including allowance for roof;
- viii. Sourcing and hiring of local crew hands;
- ix. Grandstand cleaning;

[REDACTED]

- f. **SET AND SCENIC:** provision of suitable set design for the Event to include:

- i. Stage Designer;
- ii. Scenic painting;
- iii. Associated costs including drapes and blackouts if not accounted for elsewhere;
- iv. transport;

[REDACTED]

- g. **SCREENS AND LIGHTING:** provision of suitable screens and lighting to facilitate the Event and all activities to include:

- i. Provision of all screens for the Event – LED and Imag;
- ii. Screens Producer;
- iii. Lighting Director;
- iv. Lighting Crew;
- v. Hire of necessary equipment and consoles;

[REDACTED]

Subject to Contract

- h. **SOUND:** provision of adequate sound systems to facilitate the Event and all activities outlined, to include:

- i. Sound truck and crew;
- ii. PA system;
- iii. Radio comms and talkback hire;
- iv. Ancillary equipment (including music stands, orchestra chairs, plexi screens);
- v. Orchestra/choir pre-recording days;

[REDACTED]

- i. **POWER:** provision of adequate power to facilitate the Event and all activities, to include:

- i. if possible sourcing power from non-fossil fuel sources such as power points in street lamps, portable solar panels;
- ii. otherwise all necessary Stage/Event generators;
- iii. fuel;
- iv. Forklift;
- v. Power for back stage / portacabins;

[REDACTED]

- j. **LOCATION:** provision of location services to facilitate the Event and all activities, to include:

- i. Appropriate dressing room facilities;
- ii. Marquees/portacabins (for production, security, site management, presenters);
- iii. Accreditation/ticketing portacabins;
- iv. Press tent/marketing area;
- v. Toilets;
- vi. Water and waste;
- vii. Concessions;
- viii. Royal box dressing;
- ix. Audience welfare (eg. Hearing loops, accessibility additions, charging points);
- x. Site security and stewarding;
- xi. Noise management;
- xii. All necessary trackway;
- xiii. Pedestrian trackway;
- xiv. Steelshield (allowance tbc based on security specification);
- xv. Scrim, plant and buggies;
- xvi. Press wall;
- xvii. Site survey;
- xviii. Site clear up allowance;

[REDACTED]

- k. **RECEPTION / HOSPITALITY:** provision of reception/hospitality, including a V/VIP reception on completion of the 90 minute Event, to include:

Subject to Contract

- i. Post Event V/VIP Reception based on [REDACTED] attendees (to be confirmed by the Authority) with dining and refreshments including drinks;
- ii. Marquees (to facilitate dining, kitchen and servery);
- iii. Necessary crew, catering staff and hired equipment;
- iv. toilets;
- v. fencing;

[REDACTED]

- I. **RECCE COSTS:** conduct suitable site recce to ensure successful planning and delivery of the Event;

[REDACTED]

- m. **EVENING DRONE DISPLAY:** to produce and deliver a UAV light show on the evening of 5th June 2024 to include:
 - i. Drone Show (estimated at 400 drones);
 - ii. All necessary staff and crew;
 - iii. Security;
 - iv. Required permits and/or licences;
 - v. Health and Safety;
 - vi. crew accommodation, feeding and logistics;
 - vii. Site rehearsal;
 - viii. Additional costs as required to extend main Event provision to cover the Drone Show (eg. additional power consumption, additional clean, site lighting);

[REDACTED]

- n. **AUDIENCE SERVICES:** provision of all necessary audience services to facilitate the Event and all activities including:
 - i. Complete ticketing service for [REDACTED] attendees including ticket company and ticket auditor;
 - ii. The Authority shall retain in the first instance an allocation of [REDACTED] tickets to service a centrally managed list of royalty, VVIPs, civic dignitaries, and other invited guests of the Authority;
 - iii. The Authority will inform the Contractor on a weekly basis from 1 April 2024 of any unused tickets from the Authority's allocation of [REDACTED] and the Contractor shall subsequently release the unused tickets to the public;
 - iv. The Contractor shall procure a reputable ticket agent with appropriate GDPR certification to promote and distribute [REDACTED] tickets to the public;
 - v. the Contractor shall also exercise reasonable endeavours to distribute any tickets unused by the Authority subject to 4(n)(iii) above;
 - vi. The Parties agree that there shall be no charge for tickets to the Event;
 - vii. Floor seating and accessible guest seats;
 - viii. VIP seating;
 - ix. Ticketing for evening light show (tbc with Authority);

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- x. Data Protection advisor;

[REDACTED]

- o. **GENERAL:** all necessary miscellaneous enabling activity to facilitate the Event including:
 - i. Necessary travel expenditure; and,
 - ii. accommodation for production staff and artists
where both c.i. and c.ii. shall be subject to the limits on travel and accommodation expenses in the authority's expense policy unless otherwise agreed in writing by the Authority in advance;
 - iii. Site specific Health and Safety training;
 - iv. Medical facilities including on site production medic during build phase and medical facilities for audience;
 - v. Fire extinguishers and assessment;
 - vi. Passes and accreditation;
 - vii. [REDACTED]
 - viii. Legal – contracts and advisory;
 - ix. Stores and consumables;
 - x. Training resources;

[REDACTED]

11) **The Preliminary Costs:** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- a. [REDACTED]
[REDACTED]
[REDACTED]
- b. [REDACTED]
[REDACTED]
[REDACTED]
- c. [REDACTED]
[REDACTED]
- d. [REDACTED]
[REDACTED]

Branding

12) [REDACTED]
[REDACTED].

Access for other Broadcasters and Print Press

- 13) In respect of the Event, the Contractor agrees to provide:
- a. reasonable access for other live broadcast media before and after the Event including media infrastructure;
 - b. reasonable access for photographers and print media before, during and after the Event including provision of press positions;

15) [REDACTED]

Subject to Contract

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: [REDACTED]
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law
Condition 7 – Authority’s Representatives: The Authority’s Representatives for the Contract are as follows: Commercial: [REDACTED] Project Manager: <i>(as per Annex A to Schedule 3 (DEFFORM 111))</i>
Condition 18 – Notices: Notices served under the Contract may be sent electronically to the e-mail addresses of the Parties’ Authorised Representatives as below: Authority: [REDACTED] <i>(and, if any, as per Annex A to Schedule 3 (DEFFORM 111))</i> Contractor: [REDACTED]

Subject to Contract

Condition 19.a – Progress Meetings:	
The Contractor shall be required to attend the following Governance meetings and to chair where indicated :	
Meeting	Frequency
GOLD multi-agency co-ordination meetings	Fortnightly or as required by the Authority;
SILVER multi-agency co-ordination meetings	Fortnightly or as required by the Authority;
NCE (Portsmouth) Steering Group	Fortnightly;
D-Day 80 Delivery Team/BBC Studios Production meetings	Weekly or as reasonably required;
D-Day 80 Delivery Team/BBC Studios Finance meetings	Weekly or as otherwise required by the Authority;
Transport Working Group	tbc, as required;
Accreditation & Ticketing Working Group	tbc, as required and Contractor will chair;
Security Working Group	tbc, as required and Contractor will chair;
Any other sub-working group deemed necessary for the successful delivery of the Event.	

Condition 19.b – Progress Reports:
<p>The Contractor is required to provide progress reports at the relevant Progress Meetings in respect of production planning and Interim Cost Reports.</p> <p>The Authority may in its sole discretion require a written progress report to inform the cross-Whitehall Programme Board if significant risk to Event delivery is identified.</p>

Supply of Contractor Deliverables
Condition 20 – Quality Assurance:
<p>Is a Deliverable Quality Plan required for this Contract? <i>(tick as appropriate)</i></p> <p>No</p> <p>Other Quality Assurance Requirements: The Contractor shall provide an Event Management Plan as specified in Schedule 2.</p>
Condition 21 – Marking of Contractor Deliverables:
<p>Special Marking requirements: the Contractor shall specify any Special Marking requirements to its suppliers and, where applicable, to the Authority so as to ensure delivery on time to the Event site.</p>

Subject to Contract

<p>Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:</p> <p>If applicable, 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:</p> <p>a) The Authority's Representative (Commercial);</p> <p>b) Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk;</p> <p>c) The Authority's Project Manager (Cdr Nicholas Toms)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 5th May 2024.</p>
<p>Condition 25 – Timber and Wood-Derived Products:</p> <p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)</p> <p>to be Delivered by the following date: 5th May 2024 (if applicable)</p>
<div><div><p>Condition 26 – Certificate of Conformity:</p><p>Is a Certificate of Conformity required for this Contract?</p></div><div><p>NO</p></div></div>
<p>Condition 28.b – Delivery by the Contractor:</p> <p>The following Line Items are to be Delivered by the Contractor to the Event site:</p> <p>All physical goods and items required for the Contractor's successful delivery of the Event.</p> <p>Special Delivery Instructions: where applicable shall be the responsibility of the Contractor.</p>
<p>Condition 28.c - Collection by the Authority:</p> <p>The following Line Items are to be Collected by the Authority: N/A</p> <p>Special Delivery Instructions: N/A</p>
<p>Condition 30 – Rejection: N/A</p>
<p>Condition 32 – Self-to-Self Delivery:</p> <p>Self-to-Self Delivery required? YES, all physical Goods and items procured by the Contractor for the purpose of delivering the Event shall, for the purpose of Condition 32, be deemed Self-to-Self Delivery.</p> <p>If required, Delivery address applicable:</p>

Subject to Contract

Pricing and Payment
<p>Condition 35 – Contract Price:</p> <p>The Contract Price shall be as defined in the SSCR 2014.</p> <p>Condition 36 - Payment shall be as detailed in Schedule 11 subject to Clause 36 of the Terms and Conditions.</p>

Termination
<p>Condition 42 – Termination for Convenience:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Schedule 3 Annex A

DEFFORM 111

(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address:

Email: [REDACTED]

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

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

Name: [REDACTED]

Address

Email: [REDACTED]

9. Consignment Instructions

Not applicable

3. Packaging Design Authority

Organisation & point of contact:

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

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

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

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

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

Tel No:

(b) U.I.N.

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

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

Liverpool, L2 3YL

Website is:

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

6. INTENTIONALLY BLANK

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: [Leidos-](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

FormsPublications@teamleidos.mod.uk

1. Quality Assurance Representative:

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

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

*NOTE

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

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

Subject to Contract

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract

No:

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 or Contractor policy relevant to such delivery or any agreement between the Contractor and a third party that is relevant to this Contract; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor or the Authority (as applicable) 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;
 - d. would, if implemented, have the potential to jeopardise the delivery schedule for the Event and/or the Overheads, Event Management Fee and/or Contract Profit Rate;

and:

 - e. 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
 - f. 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:

Subject to Contract

- 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 and the Authority shall at all times act reasonably, and shall not seek to request unreasonable Changes(s) or 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 Total Agreed Budget (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:

Subject to Contract

- 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 DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or,
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect.
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 11.a 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).

Subject to Contract

Schedule 5 - Contractor's Sensitive Information (i.a.w. Condition 12) for Contract No:

Contract No: 710963451

Subject to Contract

Description of Contractor's Sensitive Information:

Condition 33 – Intellectual Property Rights – commercially sensitive

Condition 34 –Third Party Intellectual Property Rights Infringement Indemnity – commercially sensitive

Condition 36 Payment at clauses 36b. and 36c. – commercially sensitive

Schedule 1 – Definitions: Contract Profit Rate; Event Management Fee; Overhead. – commercially sensitive

Schedule 2:

Clause 3 – date of 30th April 2024; – commercially sensitive

Clause 5a -timescale for delivery of Event running order; – commercially sensitive

Clause 10 – Estimated Costs for each one of the Existing Requirements listed therein; – commercially sensitive

Clause 10.e.iv – Capacity for Grandstand seating – commercially sensitive

Clause 10.k,l – No of attendees for Post Event V/VIP Reception; – commercially sensitive

Clause 10.n.i,ii,iii,iv (related to numbers of attendees/tickets) – reputational protection for BBCS and MoD re ticket allocation and ticket numbers;

Clause 10.o.vii (Production Costs); – commercially sensitive

Clause 11 (The Preliminary Costs); – commercially sensitive

Clause 12 (Branding); – commercially sensitive

Clauses 13 (d) (e) and (f), 14 and 15 (Access for Broadcasters and Print Press) – commercially sensitive

Schedule 3 Condition 2 (contract expiry date), Condition 18 (Contractor email addresses) - – commercially sensitive

Condition 42 (Termination for convenience period) – commercially sensitive

Schedule 9 Ratings Thresholds – commercially sensitive

Schedule 11 paragraph 9 and Annex 1 (worked example) – commercially sensitive

Subject to Contract

Explanation of Sensitivity: The Contractor agrees to provide this within 1 month of the Effective Date.

Details of potential harm resulting from disclosure:

Period of Confidence (if applicable):

Contact Details for Transparency / Freedom of Information matters:

Name: [REDACTED]

Position: Head of Business and Legal Affairs; Senior Business and Legal Affairs Manager

Address: 1 Television Centre, 101 Wood Lane, London, W12 7FA

Telephone Number:

Email Address: As above

Subject to Contract

**Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables
Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No:
710963451**

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

Contract No: **710963451**

Contract Title: **80th Anniversary of D Day Commemoration Events at Portsmouth**

Contractor: **BBC Studios Productions Ltd**

Date of Contract: / /2024

* 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:

~~* Delete 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

Subject to Contract

[Email: DESEngSfty-QSEPSEP-HSISMULTI@mod.gov.uk](mailto:DESEngSfty-QSEPSEP-HSISMULTI@mod.gov.uk)

[illegible]

Subject to Contract

**Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No:
NOT USED.**

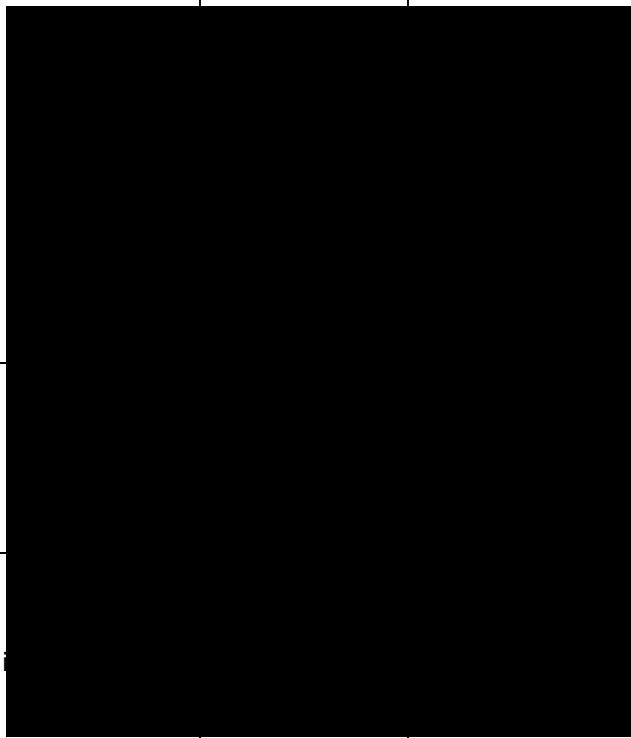
Subject to Contract

Schedule 9 – Publishable Performance Information - Key Performance Indicators (i.a.w. Condition 12) for Contract No:

Good = the Contractor met or exceeded expectations as set in the Contractor Deliverables.

Adequate = the Contractor met most expectations as set out in the Contractor Deliverables but minor aspects, although not affecting delivery of the Event, could have been improved or were missed.

Poor = the Contractor failed to meet the majority of expectations as set out in the Contractor Deliverables with major aspects affecting delivery of the Event or missed.

No.	KPI Description	Rating Thresholds			Frequency of Measurement	Authority reason for rating
		Good	Adequate	Poor		
1	Event Delivery				Once on 5 th June 2024	
2	Learning From Experience (“LFE”) discussion is held between the Parties				Once	
3	Value for Money				Once	

*Publishable fields. Please note, of the three Rating Thresholds, only the ‘Good’ threshold is published.

Subject to Contract

**Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No.
PART A – Notification of IPR Restrictions**

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

NOT USED.

Schedule 11 – Requirement Approval Process

Approval Process for payment for the Existing Requirements

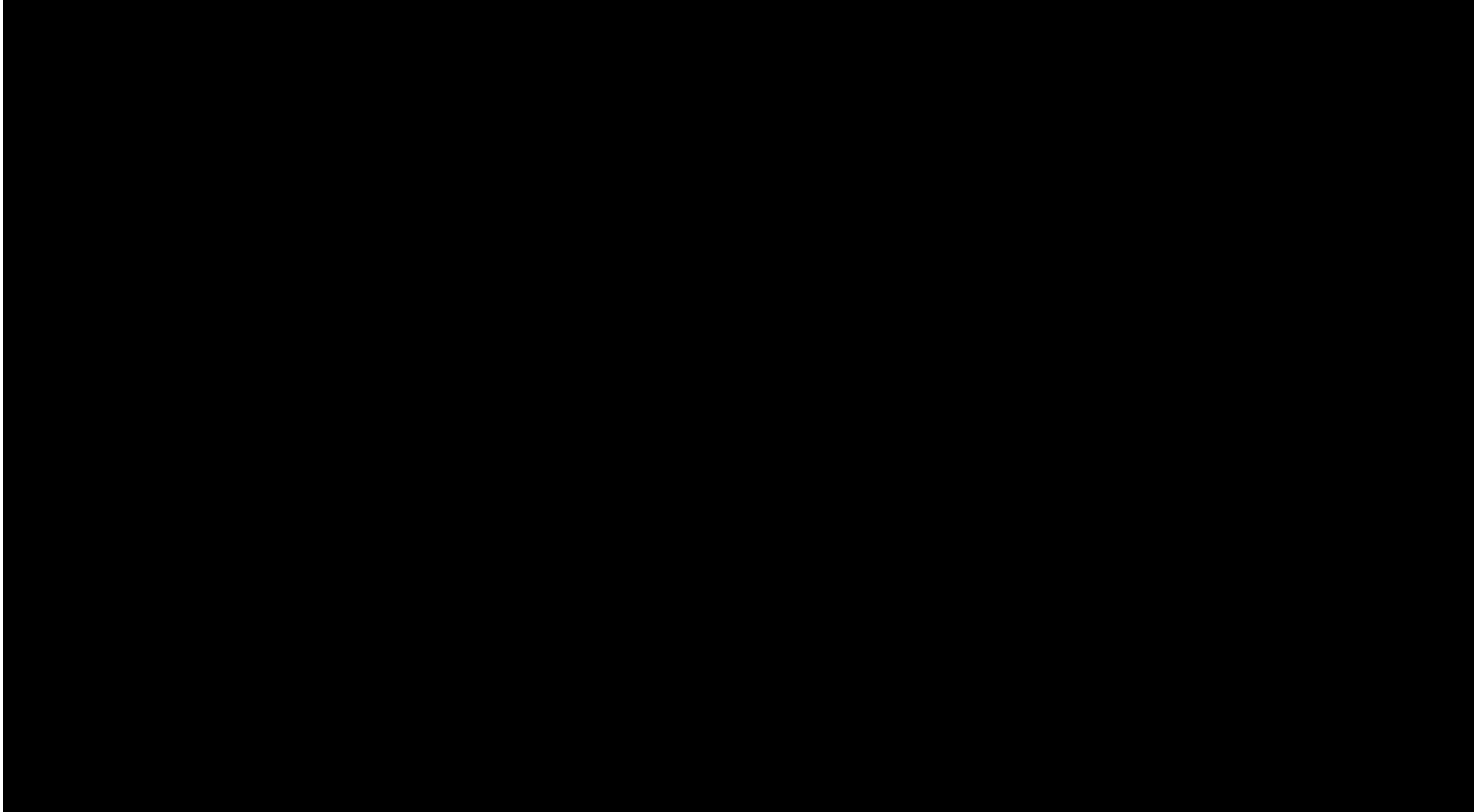
1. This Contract is a QDC (Qualifying Defence Contract) and the Contract Price is estimated on the Effective date by the Contractor at a maximum value of £8.94 Million (Ex VAT), where the Component Prices making up that figure shall comply with the SSCR 2014.
2. Calculation of the Contract Price is, for ease, laid out in Annex 1 to this Schedule 11. However, nothing in this Schedule 11 shall take precedence over the calculation of Contract Price as required under the SSCR 2014.
3. Whereas the Contractor has considerable expertise in delivering the services, the Authority requires an Approval Process in order to understand and approve the detailed specification (which may be a description of what the cost is and why it is required to deliver the Event) as it is proposed to the Authority by the Contractor under the Contract and to inform the Authority's approval of invoice payments. The Authority therefore requires the following reporting:
 - a) Contract Notification Report;
 - b) Interim Cost Reports (weekly);
 - c) Contract Completion Report.
4. The high level Specification is set out in Schedule 2 with a more detailed specification being developed and agreed under Contract between the Parties.
5. The Authority hereby accepts the Contractor's provision of the Estimated Costs in Schedule 2 as its delivery of the **Contract Notification Report**.
6. As soon as possible after the Effective Date and weekly thereafter the Contractor shall submit **Interim Cost Reports** with detailed specifications to the Authority. For the first **Interim Cost Report** the Parties shall collaborate to transpose the Estimated Costs, into the Contractor's working copy of the Cost Control Book.
7. The format for the **Interim Costs Reports** shall be a working copy of the Authority's "Cost Control Book" in excel format, that the Authority shall provide to the Contractor and the Contractor shall update and submit to the Authority weekly.
8. The Authority shall maintain the master copy of the Cost Control Book in excel format which copy is incorporated by reference into this Contract for the purpose of cross referencing agreed specification detail and associated cost and to enable accurate receipting by the Authority of the Contractor's invoices.
9. [REDACTED]
10. The Contractor shall provide sufficient detail in its **Interim Cost Reports** to enable the Authority to have a transparent and clear understanding of:
 - a) all costs proposed by the Contractor under each Existing Requirement;
 - b) the Contractor's specification (with the description in as much detail as is reasonably required by the Authority's Representatives) of what each line of cost is paying for in relation to the Event;
 - c) whether the Contractor has already incurred (had to pay) the cost or otherwise when the costs will be payable by the Contractor in order that the Authority may reasonably support the Contractor's cashflow.
11. The Authority shall be entitled to assign a unique reference number to each line or grouping of costs (as applicable).
12. The Authority's Representatives and Gemma Thomas shall agree the appropriate invoicing frequency, taking into consideration amongst other things the Contractor's cashflow requirements, where invoicing shall be no more frequent than weekly.

13. The Parties shall meet weekly at the Finance Meetings specified in Schedule 3 at Condition 19a at which the Approval Process shall take place. The meeting shall be between the Authority's Representatives, Cdr Nicholas Toms and/or Lt Daryl Hall (or their nominated representative) and the Contractor's nominated representative Gemma Thomas (or her nominated representative) who shall have authority to represent their respective organisation in this regard.
14. With the exception of the Preliminary Costs which shall be deemed as agreed by the Authority upon signature of the Contract by both Parties, the Authority shall at its sole discretion and in good faith, agree the detailed specification and associated line items of cost for payment purposes as set out below.
15. The Authority shall provide its approval to the Contractor:
 - a) no later than 1 Business Day after receipt of the first Interim Cost Report which shall include (but is not limited to) the Preliminary Costs; and,
 - b) thereafter verbally during the relevant weekly Finance Meeting, where such verbal agreement shall be subject to confirmation in writing by the Authority within 1 Business Day of completion of such Finance Meeting.
16. Upon the Authority's agreement:
 - a) the Estimated Cost for each line item shall become the Firm Cost;
 - b) the detailed specification against the cost shall become the applicable Contractor Deliverable;
 - c) the Component Price shall be calculated as detailed in Annex 1 to this Schedule 11.
17. The Authority will provide weekly by e-mail to the Contractor a dated copy of its Interim Cost Report indicating those line items of specification and cost which have been agreed for payment purposes.
18. The Authority's approval shall be indicated by means of the Authority entering a date of approval, name of Authority approver and the applicable Purchase Order Number in the appropriate column.
19. The Contractor shall itemise its invoices quoting any unique reference number required by the Authority's Representatives (acting reasonably) during the Finance Meetings and confirmed in writing by the Authority in its return to the Contractor of the Cost Control Book.
20. The Authority's Representatives may agree to vary the Estimated Cost for each Existing Requirement, provided that the final total of all Component Prices for all Existing Requirements shall not in any circumstance exceed the amount stated in Schedule 2 at Clause 8.b unless otherwise agreed in writing by the Authority.
21. In any event the Contractor shall provide the Contract Completion Report on completion of the Event, which shall be its final account of total costs (for all intents and purposes this shall be in the same or a similar format as the Interim Cost Report) which shall be subject to review for the purpose of calculation of the final Contract Price in accordance with the SSCR 2014.

Additional Provisions

22. With the exception of the Preliminary Services, any work and/or services undertaken by the Contractor outside of the above process shall be at the Contractor's own risk subject to the provisions of the SSCR 2014.
23. The Contractor shall have no liability in respect of any delay or quality in provision of the Event where either is a result of the Authority's delay in following this Approval Process, in respect of which time shall be of the essence.
24. The Approval Process for a New Requirement is detailed in Annexes 2 and 3 of this Schedule 11.

Annex 1: Calculation of the Contract Price



Annex 2: Approval Process for a New Requirement

1. Either party may initiate the Approval Process for a New Requirement provided that the addition of the New Requirement shall:
 - a) neither cause the forecast total of the Component Prices to exceed the amount stated in Schedule 2 at Clause 8.b. unless otherwise agreed in writing by the authority;
 - b) nor prevent the Contractor from delivering any part of the Event already included under the Estimated Costs for the Existing Requirements.
2. For the avoidance of doubt, if the New Requirement is not, in the Contractor's reasonable opinion, affordable within the amount stated in Schedule 2, Clause 8b, it shall not be obliged to deliver it except:
 - a) on agreement by the Parties to make savings from the Estimated Costs (not yet approved for payment) for the Existing Requirements in order to free up funds for the New Requirement; or,
 - b) if, at the Authority's sole discretion, the amount in Schedule 2-Clause 8b is increased under the Change Control procedure in Schedule 4.
3. **Where the Approval Process for a New Requirement is initiated by the Authority**, the Authority shall submit to the Contractor a completed Part A of the New Requirement Approval Form (a template of which is included at Annex 3).
4. **Where the Approval Process for a New Requirement is initiated by the Contractor**, or Part A has been submitted to the Contractor by the Authority, the Contractor shall submit to the Authority a completed Part A and Part B of the New Requirement Approval Form.
5. the Contractor shall complete and return Part B of the New Requirement Approval Form within 5 Business Days of receipt of a Part A of the New Requirement Approval Form from the Authority, or such other date as agreed between the Parties.
6. The Contractor shall include within Part B:
 - a) the Estimated Cost (which must be provided net of Overhead, Event Management Fee, Contract Profit Rate and VAT);
 - b) the Overhead;
 - c) the Event Management Fee;
 - d) the amount in GBP of the Contract Profit Rate;
 - e) the sum of the Estimated Cost, plus Overhead, plus Event Management Fee, plus Contract Profit Rate;
 - f) a description of the Contractor Proposal to meet the New Requirement described in Part A;
 - g) confirmation that the Contractor Proposal does or does not meet the New Requirement; and
 - h) details of any Notified Matters, being any aspect of the New Requirement that is not satisfied by the Contractor Proposal.
7. Subject to any Notified Matters, by signing Part B, the Contractor certifies that the New Requirement in Part A is satisfied by the Contractor Proposal.
8. **Approval Process for payment for a New Requirement Part C**
 - a) If the Authority accepts the Contractor Proposal and the Estimated Price for the New Requirement it shall sign and return Part C to the Contractor;
 - b) the Contractor shall enter the New Requirement in its next Interim Cost Report. The parties shall then follow the Approval Process for payment in the same way as for the Existing Requirements.

Annex 3: New Requirement Approval Form Template

Part A. New Requirement Initiation			
<p>Either party may initiate the process to agree a New Requirement.</p> <p>Where the Authority is the initiating party, the Authority shall complete Part A and provide it to the Contractor.</p> <p>Where the Contractor is the initiating party, the Contractor shall complete Part A and Part B and provide it to the Authority.</p>			
Contract Number			
New Requirement Reference Number (if additional to an Existing Requirement)		Request Date	
New Requirement Title			
Initiating party	Contractor / Authority <i>[delete as appropriate]</i>		
Proposed budget			
Description of New Requirement	<i>[Describe the New Requirement]</i>		
Part B. New Requirement Proposal			
The Contractor completes Part B to the Authority for approval.			
Contractor Proposal	<i>[The Contractor shall include a description of the proposal to meet the New Requirement described in Part A]</i>		
Estimated Cost			
Overhead % and GBP			
Event Management Fee % and GBP			
Contract Profit Rate (%)			
Contract Profit Rate (£)			
Total estimated price (Estimated Cost + Overhead + Event Management Fee + Contract Profit Rate)			
Confirmation by the Contractor that the New Requirement in Part A has been satisfied by the Contractor Proposal	Yes / No <i>[Delete as appropriate]</i>		
Notified Matters. The Contractor shall include full details of any aspect of the New Requirement that is not satisfied by the Contractor Proposal.	<i>[Include a description of any aspect of the New Requirement that is not satisfied by the Contractor Proposal]</i>		
Contractor Authorisation			
<u>Contractor Authorisation</u> Authorised on behalf of the Contractor	Signed		
	Dated		

Part C: Authority Authorisation		
New Requirement Reference Number	[Authority to allocate a unique New Requirement Reference Number]	
Estimated Cost (£s)		
Overhead (£s)		
Event Management Fee (£s)		
Contract Profit Rate (£s)		
Estimated total price (£s)		
Authority Authorisation	Signed	
	Dated	
Authorised on behalf of the Authority:		

Schedule 12 – Authority Deliverables

- Overall event owner for Portsmouth (other than the event), coordinating and aligning all plans across the Commemoration days;
- Lead the Multi Agency Partners Planning Group responsible for coordinating the operational delivery of individual stakeholders' plans;
- Lead multi-agency Event Control (ECT) across the commemoration days;
- Obtaining the relevant Event Licences to permit the Event taking place at the Site (including but not limited to licences from Portsmouth City Council and Hampshire County Council as applicable)
- Printing and delivery of MoD VVIP tickets and invitations, the detail of which to be provided to the Contractor and Ticketmaster or such other ticket agency as the Contractor may elect to use.,
- Design and printing of programmes and information packs;
- Booking of military orchestra and other military musical assets as agreed by the Authority under the Contractor's military tasking request;
- Booking Senior Director of Music ;
- Booking of military readers (if applicable) ;
- Booking of military marching bands (if required);
- Booking of Tri-service Guard of Honour;
- Garrison Sergeant Major ("GSM") or equivalent to advise and to orchestrate the ceremonial
- Travel for military;
- Off-site rehearsal provision if required for military;
- Booking of Battle of Britain Memorial Flight ("BBMF") and Red Arrows;
- Liaison re flypast and naval tribute;
- Booking of flag bearers if required;
- Stewards for the Royal Box;
- Military support to assist VIPs and veterans from cars to seats etc;
- Close protection and/or security for Royal Household, UK senior politicians and specific international diplomatic representatives as required;
- Liaison with Royal Household / FCDO/CHODS/Heads of Government;
- Supporting the communications for the event, decision making on content and ensuring deconfliction with wider MOD/RH/FCDO communications;
- Coordination of the royal and FCDO attendance aspects of the event, including management of the Royal Box for the Event;
- Management of MOD/RH/FCDO ticket allocation- including charities and patronages, where applicable;
- Publicity for live events;-
- Allocations/management/permissions of News Broadcasters and photographers- *working in conjunction with the Contractor*

Schedule 13 – Third Party Deliverables

Portsmouth City Council	<ul style="list-style-type: none"> • Management of grey space from transport networks to official Event footprint; • If applicable, provision of big screens on Wednesday 5th and Thursday 6th June 2024 for public viewing sites across the county/city including sound and screen set up for audiences outside of the event perimeter and associated cabling and other related requirements. • Management of local ballot allocation for event tickets (if applicable) in coordination with BBCSE • Oversight of Crowd Management Strategy for non-ticketed general public. • Provide stewarding outside of the event site and manage soft ticket check up to event security • Provision of St John's Ambulance to support event both inside & outside the footprint • Provision of permanent/temporary welfare services including lavatories, potable drinking water and catering outside of event footprint, including potential queuing areas and the overflow public viewing areas. • Provision of Public Address system for emergency messaging and public information (other than within the event footprint) • Waste removal for their events • Provision of accessible access transport, help/direction disabled car parks close to Event site etc for wheelchair users from stations/car parks to site • Support vulnerable people in the community and at their events. • Management of routes in Portsmouth and the wider road network within the county. • Liaison with Mobile Network Operators to support provision of temporary masts to boost telecoms capacity • Grant/Arrange for structural licences and consents and licences for highway use. • Presence at all relevant governance meetings and sufficient staff resilience to enable timely responses to requests for information or products • Flying of flags/banners in Portsmouth city centre • CDM • Provision, in consultation with key stakeholders, an integrated Transport Management Plan that assesses and manages the impact of the ceremony on the public transport and road network. • Making Temporary Traffic Regulation Orders (TTRO). • Parking suspensions; Traffic management and advanced signage; • Road closures – where applicable • Create a Local Traffic Management Plan around the site and access into Event Site
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	<ul style="list-style-type: none"> • Provision and installation of local highways signage and town centre advisory route finding signage. • Provision of temporary park and walk/ride sites and controls on parking. • Inform the public locally when areas are full and to close areas under the direction of Event Control; • Provision of an effective communication strategy around business continuity and visitor information for the day. • Provision of a Command and Control structure for their Events and to support the wider Command, Control and Communications structure • Provision of contingencies in relation to capacity. • Provision of Emergency planning and response capabilities. • Ensure Business as Usual for key essential services. • General duty of care to public in the areas they manage;
British Transport Police (BTP)	<ul style="list-style-type: none"> • Support the transport companies in facilitating the safe arrival and dispersal of persons to and from transport hubs, providing reassurance, • Provide advice and assistance to railway staff and the travelling public, minimising disruption to transport services at stations beyond the Portsmouth footprint. • Provide a coordinated response to incidents on the rail network. • Matters of public safety on the railway network and estate. • Maintaining public order and minimising crime.
Department for Transport (DfT)	<ul style="list-style-type: none"> • Key interface with MOD on collated transport picture. • Overseeing assurance of transport sector planning (aviation, road, rail, bus and coach, maritime), offering support when necessary and providing a link between transport sector (including TfL where appropriate) and central government. • Co-ordinating overall Transport network situational awareness, coming principally from the PELF.
Environment Agency (EA)	<ul style="list-style-type: none"> • Manage the safety of the on water activities in relation to Portsmouth Harbour • Manage the safety of mooring activities and the use of moorings on the Portsmouth Harbour during the period of the event; • Monitor the flooding risk and report the probability of flooding and its impacts to the Event Control.
Highways England (HE)	<ul style="list-style-type: none"> • Monitor the strategic road network • Manage Incidents/Congestion. • Provision of signage for warning and informing road users. • Have representation at the Transport Coordination Centre.

Neighbouring Authorities	<ul style="list-style-type: none"> • Supporting the transport network management around the area. • Provision of mutual aid if required
Hampshire and Isle of Wight Constabulary	<ul style="list-style-type: none"> • Co-Chair with the Authority (MoD) the Multi Agency Strategic Planning Group responsible for coordinating the delivery of individual stakeholders' plans; • Provide advice on appropriate accreditation for access to the event footprint; • Lead on background accreditation checks for ticketed audience as required by either the Authority or the Contractor; • Put in place, with partners, plans to ensure a safe and secure event which will include security checks of the area and people, management of public order etc. • Have strategies for minimising and reducing the potential for crime and terrorist attack. • Assisting other agencies in managing public streets (freely accessible public areas) around the event footprint. • Search tents and specialist search staff. • Provision of, management and installation of barriers and Hostile Vehicle Mitigation (HVM) • Provision of and coordination of the security infrastructure outside of the Event perimeter • Support the planning and delivery of the Transport Management Plan. • The provision of communications to the public and partners about public safety and support the wider communications of partners. • Take the lead role in coordinating the response to a significant incident within the event footprint. • Lead agency to coordinate the response to and the investigation of criminal offences, drawing in other agencies and partners depending on the nature of the offence. • With partners (health, local authority and voluntary), support the safeguarding and wellbeing of visitors to the town. • Facilitate peaceful protest. Provide a proportionate response to non-peaceful protest that undermines the safety and security of the event, procession and wider public.
NHS Improvement	<ul style="list-style-type: none"> • Ensuring the health partners can deliver their services including provision of emergency capacity
Fire and Rescue Service	<ul style="list-style-type: none"> • Ensuring that its Operational Planning service delivery standards are maintained. • Providing Fire Safety strategies.
Ambulance Service	<ul style="list-style-type: none"> • Provision and coordination of first aid and paramedic service in Portsmouth. • Any request through the emergency ('999') response service.

