Ministry of Defence

Contract Number: 701478374

Project SOCIETAS

SCHEDULE 7.4

DISPUTE RESOLUTION PROCEDURE

1. DISPUTE RESOLUTION PROCEDURE

1.1. The Authority and the Contractor recognise the importance of a good working relationship which will seek to minimise the possibility of Dispute arising and the importance of fast, efficient and cost-effective procedures to resolve any Disputes that do arise under this Contract.

1.2. If a Dispute arises:

(a) The Authority and the Contractor shall attempt in good faith to resolve any Dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the Authority (including Commercial) and the Contractor at the point at which they first occur.

(b) If such attempts are not successful within a reasonable period, not being longer than twenty (20) Business Days, either Party may issue to the other a Dispute Notice.

1.3 A Dispute Notice:

(a) shall set out:

(i) the material particulars of the Dispute; and
(ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen.

1.4 In the event that the Dispute is not resolved by such negotiations in Condition 1.2 , or where it is agreed between the Parties, the Dispute or claim shall be escalated to the **[CONTRACTOR TO INSERT ROLE] [Note: To be populated subject to proposal]** (for the Contractor) and Director JEWOSC in consultation with the Strategic Command Deputy Head of Commercial (for the Authority), for resolution.

1.5 If the Parties fail to reach agreement on this issue within thirty (30) Business Days, the Dispute or claim shall be escalated to **[CONTRACTOR TO INSERT ROLE] [Note: To be populated subject to proposal]** (for the Contractor) and Senior Responsible Officer in consultation with Strategic Command Head of Commercial (for the Authority), for resolution.

1.6 Any Dispute or claim not resolved by negotiation arising out of or relating to this Contract shall be dealt with by the use of Alternative Dispute Resolution (ADR) procedures, agreed by both Parties at the time of the Dispute, in accordance with DEFCON 530 (Dispute Resolution) in a final attempt to resolve the Dispute or claim.

1.7 In the event it is not resolved by the procedures detailed in Paragraphs 1.2 to 1.6, the Dispute shall be referred to Arbitration in accordance with DEFCON 530 (Dispute Resolution).

1.8 Notwithstanding the provisions of Conditions 1.2 to 1.6 of this Schedule 7.4, the Authority or the Contractor may resort to Arbitration in accordance with DEFCON 530 (Dispute Resolution) following a period of sixty (60) Business Days from commencement of negotiations and an additional period of ninety (90) Business Days if ADR procedures are adopted.

1.9 The Authority and the Contractor shall continue to comply with, observe and perform all of their obligations in this Contract regardless of the nature of any Dispute or claim which arises and notwithstanding referral of any such Dispute for resolution and shall give effect forthwith to any decision of the Arbitrator delivered.