Ministry of Defence

Terms and Conditions of Contract

Contract Number: 701478374

For: Project SOCIETAS

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland Team Name and address: **UK Strategic Command Commercial** **Room A104, A Block** **RAF Wyton** **Cambridgeshire** **PE28 2EA** Email Address: Personal data redacted Under FOI Section 40 Telephone Number: (+44) 0300 1666031	And Email Address: Telephone Number:

Table of Contents

1	SUMMARY OF REQUIREMENTS	1
2	CONTRACT OVERVIEW AND OBJECTIVES	2
3	DEFCONS, DEFFORMS AND STANDARDS	3
4	DEFINITIONS AND INTERPRETATIONS	8
5	PRECEDENCE	9
6	CONTRACTOR WARRANTIES AND REPRESENTATIONS	10
7	ENTIRE AGREEMENT	11
8	SUBCONTRACTING	12
9	INTELLECTUAL PROPERTY RIGHTS	13
10	ENVIRONMENTAL AND SOCIAL ISSUES	15
11	CONTRACTOR'S OBLIGATIONS	16
12	CONTRACT DURATION AND OPTIONS	17
13	GOVERNMENT FURNISHED ASSETS	19
14	DELIVERY	20
15	QUALITY MANAGEMENT CERTIFICATION	21
16	CONTRACT MANAGEMENT	22
17	CONTRACT DATA DELIVERABLES	23
18	COLLABORATION AND NATURE OF RELATIONSHIP	24
19	PRICING AND PAYMENT	25
20	FINANCIAL DISTRESS AND DUTY TO NOTIFY	26
21	KEY PERFORMANCE INDICATORS AND REMEDIES	27
22	DISPUTE RESOLUTION	28
23	SERVICES IMPROVEMENT	29
24	MEASURES IN A CRISIS	30
25	FORCE MAJEURE	32
26	DISRUPTION	33
27	TERMINATION FOR CONVENIENCE	34

28 MOBILISATION 36

29 EXIT REQUIREMENTS 37

30 INSURANCE 38

31 OVER AND ABOVE TASKING ARRANGEMENT 40

32 LIMITATIONS ON LIABILITY 41

33 PUBLICITY AND COMMUNICATIONS WITH THE MEDIA 45

34 SECURITY 46

35 SOCIAL VALUE 47

36 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) 48

37 IR35 OFF-PAYROLL RULES (INTERMEDIARIES LEGISLATION) 49

DEFFORM 111 APPENDIX - ADDRESSES AND OTHER INFORMATION 50

Contract Schedules

Schedule 1	Definitions of Contract
Schedule 2	2.1 Services Description (Statement of Requirement)
	Annex 1 to Schedule 2.1: SQEP and CIS SQEP Requirement
	Annex 2 to Schedule 2.1: SOR SOCIETAS Job Roles
	Annex 3 to Schedule 2.1: SOR CIS Duty
	Appendix 1 to Schedule 2.1: SQEP Competency Framework
	2.2 Performance and Collaboration
	Appendix 1 to Schedule 2.2: Key Performance Indicators
	Appendix 2 to Schedule 2.2: Authority Template for Reporting of Key Performance Indicators
	2.3 Security Management
	Appendix 1 to Schedule 2.3: Security Aspects Letter (SAL)
	Appendix 2 to Schedule 2.3: Confidentiality Agreement
	2.4 Insurance Requirements
Schedule 3	Government Furnished Assets
Schedule 4	Contractor Matters
	4.1 Contractor Solution
	Appendix 1 to Schedule 4.1: SQEP Delivery Plan
	Appendix 2 to Schedule 4.1: Mobilisation Plan
	Appendix 3 to Schedule 4.1: Training Review (Milestone 1)
	Appendix 4 to Schedule 4.1: Training System Review (Milestone 2)
	Appendix 5 to Schedule 4.1: CIS SQEP Delivery Plan
	Appendix 6 to Schedule 4.1: Social Value
	4.2 Commercially Sensitive Information Form (DEFFORM 539)
Schedule 5	Relationship Management
	Appendix 1 to Schedule 5: Relationship Management Plan
Schedule 6	6.1 Pricing and Payment
	Annex 1: Price Schedule
	Annex 2: Financial Model
	Appendix 1: Contractor’s Financial Model
Schedule 7	Governance
	7.1 Governance
	7.2 Change Control Procedure
	Annex 1 to Schedule 7.2: Authority Annual Change Form
	Annex 2 to Schedule 7.2: In-Year Change Request Form
	Annex 3 to Schedule 7.2: Contract Change Register
	7.3 Over and Above Tasking
	Annex 1 1 to Schedule 7.3:O&A Tasking Form
	Annex 2 to Schedule 7.3: O&A Task Register
	7.4 Dispute Resolution
	7.5 Virtual Library and Records
	7.6 Exit Management
	Appendix 1 to Schedule 7.6: Exit Plan
	7.7 Business Continuity Management
	Appendix 1 to Schedule 7.7: Business Continuity Plan
Schedule 8	Staff Matters: Transfer Regulations
Schedule 9	Processing Personal Data
	Appendix 1 to Schedule 9: DEFFORM 532 - Personal Data Particulars
	Appendix 2 to Schedule 9: Personal Data Aspects Letter (PDAL)

1 Summary of Requirements

1.1 The Statement of Requirement at Schedule 2.1 sets out the Service Requirements and outputs for Project SOCIETAS. The Price Schedule at Annex 1 to Schedule 6.1 (Pricing and Payment) details the priced requirements in accordance with the Contract

2 Contract Overview and Objectives

2.1 This Contract is an agreement between [Winning Tenderer's Name] (the “Contractor”) and the Secretary of State for Defence (the “Authority”) (collectively the “Parties”) and sets out the rights and obligations of the Parties in relation to Project SOCIETAS.

3 DEFCONS, DEFFORMS and Standards

3.1 The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/acquisition-operating-framework.

3.2 The following DEFCONs shall apply to this Contract.

DEFCON 005J[1]
DEFCON 005J (Edn. 11/16) - Unique Identifiers

DEFCON 076
DEFCON 076 (Edn. 06/21) - Contractor's Personnel at Government Establishments

DEFCON 090[2]
DEFCON 090 (Edn. 06/21) - Copyright

DEFCON 129J
DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form

DEFCON 501
DEFCON 501 (Edn. 10/21) - Definitions and Interpretations

DEFCON 503
DEFCON 503 (Edn. 07/21) - Formal Amendments To Contract

DEFCON 507
DEFCON 507 (Edn. 07/21) - Delivery

DEFCON 513
DEFCON 513 (Edn. 07/21) - Value Added Tax

DEFCON 514
DEFCON 514 (Edn. 08/15) - Material Breach

DEFCON 515
DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency

DEFCON 516
DEFCON 516 (Edn. 04/12) - Equality

DEFCON 518
DEFCON 518 (Edn. 02/17) - Transfer

DEFCON 520
DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission

DEFCON 522

[1] Clause 4 of DEFCON 005J (Unique Identifiers) does not apply to this service contract.
[2] DEFCON 90 (Copyright) shall be subject to Intellectual Property Rights Condition 9.2.

DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due

DEFCON 524
DEFCON 524 (Edn. 12/21) - Rejection

DEFCON 526
DEFCON 526 (Edn. 08/02) - Notices

DEFCON 527
DEFCON 527 (Edn. 09/97) - Waiver

DEFCON 528
DEFCON 528 (Edn. 07/21) - Import and Export Licences

DEFCON 529
DEFCON 529 (Edn. 09/97) - Law (English)

DEFCON 530
DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)

DEFCON 531
DEFCON 531 (Edn. 09/21) - Disclosure of Information

DEFCON 532B
DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

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

DEFCON 537
DEFCON 537 (Edn. 12/21) - Rights of Third Parties

DEFCON 538
DEFCON 538 (Edn. 06/02) - Severability

DEFCON 539
DEFCON 539 (Edn. 01/22) - Transparency

DEFCON 550
DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law

DEFCON 566
DEFCON 566 (Edn. 10/20) - Change of Control of Contractor

DEFCON 601[3]
DEFCON 601 (Edn. 04/14) - Redundant Material

DEFCON 602A[4]
DEFCON 602A (Edn 12/17) - Quality Assurance (With Deliverable Quality Plan)

DEFCON 602B
DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 604
DEFCON 604 (Edn. 06/14) - Progress Reports

DEFCON 608
DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

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

DEFCON 611
DEFCON 611 (Edn. 02/16) - Issued Property

DEFCON 620
DEFCON 620 (Edn. 08/21) - Contract Change Control Procedure

DEFCON 625
DEFCON 625 (Edn. 06/21) - Co-operation on Expiry of Contract

DEFCON 627
DEFCON 627 (Edn.11/21) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 632
DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 642
DEFCON 642 (Edn. 07/21) - Progress Meetings

DEFCON 647
DEFCON 647 (Edn. 05/21) - Financial Management Information

DEFCON 649
DEFCON 649 (Edn. 12/21) - Vesting

[3] DEFCON 601 has been used in this Contract solely in relation to DEFCON 611 (Edn 02/16). DEFCON 601 will apply to the extent that the redundant materiel derives from the property owned by the MOD and issued to the Contractor.

[4] DEFCON 602A (Edn 12/17) - Quality Assurance (With Deliverable Quality Plan) applies exclusively to the CIS requirements detailed at 2.5 of the Statement of Requirements at Schedule 2.1. All other requirements are subject to DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan).

DEFCON 656B
DEFCON 656B (Edn 08/16) - Termination for Convenience (Contracts over £5m)

DEFCON 658
DEFCON 658 (Edn. 09/21) - Cyber

Cyber Risk Profile - High
Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is High, as defined in Def Stan 05-138.

DEFCON 659A
DEFCON 659A (Edn. 09/21) - Security Measures

DEFCON 660
DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 670
DEFCON 670 (Edn 02/17) - Tax Compliance

DEFCON 678
DEFCON 678 (Edn. 09/19) - SME Spend Data Collection

DEFCON 694
DEFCON 694 (Edn. 07/21) - Accounting For Property of the Authority

DEFCON 703[5]
DEFCON 703 (Edn 06/21) Intellectual Property Rights – Vesting In The Authority

3.3 In addition to those called up under the above DEFCONs, Table 1 details Quality Assurance (QA) contractual requirements applicable to the Contract. Table 2 details the additional QA contractual requirements applicable to all CIS requirements detailed at 2.5 in the Statement of Requirement at Schedule 2.1. All QA requirements shall apply throughout the duration of the Contract.

Table 1: Quality Assurance Contractual Requirements

APPLICABLE STANDARD	
ISO 22301:2019	Security and resilience — Business continuity management systems — Requirements
ISO 9001:2015	Quality Management Systems
Def Stan 05-099	Issue 1 (14/07/2017) - Managing Government Furnished Equipment in Industry

[5] DEFCON 703 (Intellectual Property Rights – Vesting In The Authority) shall be subject to Intellectual Property Rights Condition 9.3.

Table 2: Additional Quality Assurance Contractual Requirements - CIS

APPLICABLE STANDARD (CIS STATEMENT OF REQUIRENT SR REFS 2.5.1, 2.5.2 and 2.5.3)
Primary Quality Assurance Standard Requirement
AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. Certificate of Conformity shall be provided in accordance with DEFCON 627 (Quality Assurance – Requirement for a Certificate of Conformity).
Developmental Software
AQAP 2210 Edition A Version 2 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply.
Quality Plans
A Deliverable Quality Plan is required in accordance with DEFCON 602A 12/17 (Quality Assurance (with Deliverable Quality Plan)) and AQAP 2105 Edition C Version 1 NATO Requirements For Quality Plans. Unless otherwise notified, the quality plan shall be delivered to the Quality Assurance Representative within 3 months of contract award.
Concessions
Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions.
Contractor Working Parties
Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.
Integrated Logistics Support
Def Stan 00-600, Issue 4 (01/09/2017) - Integrated Logistic Support. Requirements for MOD Projects
Requirements for Safety of Programmable Elements in Defence Systems
Def Stan. 00-055, Part 1, Issue 5 (28/07/21) ‘Requirements for Safety of Programmable Elements (PE) in Defence Systems’
Configuration Management of Defence Materiel
Def Stan. 05-057, Issue 7 (17/07/18) ‘Configuration Management of Defence Materiel’ (an uplift of Issue 5)

4 Definitions and Interpretations

4.1 In this Contract, the definitions set out in DEFCON 501 (Definitions and Interpretations) and Schedule 1 (Definitions of Contract) shall apply.

4.2 This Contract number 701478374 is comprised of the Contract and the Contract Schedules.

4.3 Reference to a Condition is a reference to the whole of that Condition unless stated otherwise.

4.4 Reference to Conditions and Schedules shall refer to the Conditions and Schedules to this Contract unless stated otherwise.

4.5 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation".

4.6 References to a "day" or "days" are references to Business Day(s) unless specified as being calendar day(s).

4.7 The singular includes the plural and vice versa, and any references to one gender shall include all other genders, unless stated otherwise.

4.8 References to any person (which for the purposes of this Contract shall include bodies corporate, unincorporated associations, partnerships, governments, governmental agencies and departments, statutory bodies or other entities, in each case whether or not having a separate legal personality) shall include that person’s successors.

4.9 A reference in any Condition, or Schedule to "Article" or "Articles" shall also be read as meaning the services specified in Schedule 2.1 (Services Description)

5 Precedence

5.1 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:

5.1.1 Conditions 1 - 38; the Conditions of the Contract);

5.1.2 DEFCONS;

5.1.3 Annex 1 to Schedule 6.1 (Price Schedule);

5.1.4 the remaining Schedules;

5.1.5 any contract plans annexed to the Schedules; and

5.1.6 any other documents expressly referred to in the Contract.

5.2 If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.1, 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 5.1.

5.3 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 24 (Dispute Resolution).

6 Contractor Warranties and Representations

6.1 The Contractor warrants and represents, that:

6.1.1 It has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;

6.1.2 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 itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;

6.1.3 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 its winding-up 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;

6.1.4 For so long as the Contract remains in force it shall give the Authority notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

7 Entire Agreement

7.1 This Contract constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior arrangements, understandings, agreements or undertakings of any nature made by the Parties, whether oral or written, in relation to such subject matter. Each Party acknowledges that it is not relying on, and shall have no remedy in respect of any statements, warranties, representations given or made by the other Party regarding the subject matter of this Contract, except for those expressly set out in this Contract.

7.2 Notwithstanding Condition 7.1, nothing shall exclude or restrict the liability of either Party arising out of fraud or fraudulent misrepresentation.

8 Subcontracting

8.1 In the event that the Contractor enters into any subcontract in connection with this Contract, it must notify the Authority's Commercial Branch within ten (10) Business Days and where requested by the Authority, must provide a pdf copy, at no charge within ten (10) Business Days of receipt of such request by the Authority's Commercial Branch, of any such Subcontract; and follow the requirements of DEFCON 534 (Subcontracting and Prompt Payment).

Novation

8.2 The Contractor shall procure that all Relevant Contracts shall be assignable and/or capable of novation at the request of the Authority to the Authority or any New Provider(s) without restriction (including any need to obtain any consent or approval).

8.3 In accordance with provisions of Schedule 7.6 (Exit Management), not less than three calendar months prior to the Expiry Date or, in the case of earlier termination, no later than ten (10) Business Days prior to the date of expiration of the period specified in the relevant notice of termination (the termination period) the Authority Commercial Branch shall notify the Contractor which, if any, of the Relevant Contracts the Authority requires to be transferred to the Authority or any third party New Provider(s) (the Transferring Contracts), in order to provide the Replacement Services in each case from the end of the Term.

8.4 The Contractor shall at the Authority's request and with the co-operation of the Authority procure the novation or assignment to the Authority and/or each or any New Provider of the Transferring Contracts to take effect on or after expiry or termination.

8.5 The Contractor shall indemnify the Authority (for itself and each or any New Provider, as applicable) against each or any loss, liability and cost arising out of any claim(s) made by a party to a Transferring Contract which is assigned or novated to the Authority (or (if not the Authority) third party New Provider) pursuant to paragraph 8.4 in relation to any matters arising prior to the date of such assignment or novation.

8.6 The Authority Commercial Branch shall notify the Contractor of any obligation under any Transferring Contract which has been or will be novated or assigned which it or any New Provider(s) is/are unable to carry out or perform without the assistance of the Contractor. The Contractor shall provide all reasonable assistance to the Authority or (as the case may be) the New Provider(s) to enable it or them to comply with that obligation in accordance with the provisions of Schedule 7.6 (Exit Management).

9 Intellectual Property Rights

9.1 The following DEFCONs in relation to Intellectual Property Rights shall apply:

9.1.1 DEFCON 90 (Edn 06/21) Copyright; DEFCON 90 shall be subject to the additional provisions of clause 9.2;

9.1.2 DEFCON 531 (Edn 09/21) Disclosure of Information;

9.1.3 DEFCON 632 (Edn 06/21) Third Party Intellectual Property – Rights and Restrictions;

9.1.4 DEFCON 703 (Edn 06/21) Intellectual Property Rights – Vesting In The Authority; DEFCON 703 shall be subject to the additional provisions of clause 9.3.

9.2 DEFCON 90 (Copyright) shall apply to all reports and plans delivered under the Contract.

9.3 DEFCON 703 (Intellectual Property Rights – Vesting In The Authority) shall be subject to the following:

9.3.1 The Contractor shall take all necessary measures to irrevocably and unconditionally waive in favour of the Authority any and all moral rights and all other non-assignable rights conferred on the Contractors employees and sub-contractors in-respect of any copyright work created in carrying out the Contract. On request, the Contractor shall demonstrate to the Authority's satisfaction that, where it has sub-contracted work under the Contract, it has secured that any and all moral rights in any copyright work created by the Contractors employees and its sub-contractors has been irrevocably and unconditionally waived in favour of the Authority.

9.3.2 "Background IPR" means any intellectual property rights, including patents or registered designs granted in respect of any patent or registered design applications, made before the date of issue of the Authority's first written ITN for the Contract and any such applications made after that date in respect of inventions or designs first reduced to writing by the inventor(s) or designer(s) before that date or any intellectual property rights which have otherwise been developed independently of the Contract (whether prior to the date of the ITN or otherwise). To the extent any Results delivered in accordance with DEFCON 703 makes any use of, or relies in any way on Background IPR supplied by the Contractor (or Background IPR supplied by the Contractor is necessary or desirable to be able to use all or any part of the Results), the Contractor hereby provides the Authority a non-exclusive, perpetual, irrevocable, worldwide, transferable, sub-licensable and royalty-free license to use and/or commercially exploit such Background IPR to the extent that it is necessary to enable the Authority to obtain the full benefits of ownership of the Results (including publication and commercial exploitation).

9.3.3 The Contractor shall not include any Background IPR in the Results without the express written permission of the Authority. Where permission has been granted from the Authority the Contractor must ensure that this this Contract is updated with the granted permission to include Background IPR in the Results.

Authorisation by the Crown for Use of Third Party Intellectual Property Rights

9.4 Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents

Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Confidentiality Agreements

9.5 Prior to receipt of MOD laptops, Contractor personnel must sign a Confidentiality Agreement at Appendix 2 to Schedule 2.3 (Security Management).

10 Environmental and Social Issues

Legislation

10.1 The Contractor shall ensure the observance of all economic, social and environmental legislation related to the subject matter or the execution of the Contract by any servants, employees or agents of the Contractor and any Subcontractors engaged in the performance of the Contract.

10.2 If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any Subcontractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority at the address specified in the Contract.

10.3 Any convictions during the period of the Contract for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Contract. In such cases the Authority shall have the right to terminate the Contract in accordance with the provisions of DEFCON 514 (Material Breach).

11 Contractor's Obligations

11.1 The Contractor must provide the Contractor Deliverables and must ensure that the Contractor Deliverables are provided in accordance with:

11.1.1 The provisions of the Contract including;

11.1.1.1 The Contract Terms and Conditions;

11.1.1.2 The Statement of Requirements at Schedule 2.1 (Services Description);

11.1.1.3 The remaining Contract Schedules;

11.1.2 Good industry practice;

11.1.3 All necessary consents; and,

11.1.4 All applicable Laws.

11.2 The Contractor shall at its own expense obtain and maintain all necessary consents.

12 Contract Duration and Options

12.1 This Contract shall commence on the Effective Date of Contract and shall expire on (to be updated on contract award DD/MM/YYYY) (the "Expiry Date") unless terminated earlier in accordance with the provisions of the Contract.

12.2 Expiry or termination of this Contract shall not affect the continuance in force of any provision of this Contract which is expressly or by implication intended to continue in force on or after such expiry or termination, including, but not exclusively, any indemnification provisions, limits of liability, confidentiality provisions and Intellectual Property Rights.

12.3 The Contract shall comprise of the initial Pricing Period 1 being six (6) years, with subsequent Options of Contract extension of 2 + 2 years (Pricing Periods 2 and 3). All pricing periods shall be determined in accordance with Schedule 6.1 (Pricing and Payment) and subject to formal Contract Amendment in accordance with DEFCON 503 (Formal Amendments to Contract) and Schedule 7.2 (Change Control Procedure).

Contract Period	Duration
Pricing Period 1 (6 years)	DD/MM/YYYY – DD/MM/YYYY
Pricing Period 2 (Option 1)	DD/MM/YYYY – DD/MM/YYYY
Pricing Period 3 (Option 2)	DD/MM/YYYY – DD/MM/YYYY

12.4 The requirement including Option prices is detailed in the Price Schedule at Annex 1 Schedule 6.1 (Pricing and Payment). The Option prices are subject to Variation of Price as provided for in Condition 11 of Schedule 6.1.

12.5 In addition to the initial Pricing Period 1, the Contractor hereby grants to the Authority the following irrevocable options to purchase the optional services as set out in the Price Schedule at Annex 1 Schedule 6.1 (Pricing and Payment). In accordance with the terms and conditions set out in this Contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

12.5.1 Option 1 (Pricing Period 2): In addition to Pricing Period 1, Pricing Period 2 (Option 1) may be added at a Fixed Price, as set out in the Price Schedule at Annex 1 Schedule 6.1 (Pricing and Payment), provided that the Authority exercises the option by no later than 6 months prior to the end of Pricing Period 1.

12.5.2 Option 2: (Pricing Period 3), subject to the Authority invoking of Pricing Period 2 at 12.5.1 above, Pricing Period 3 may be added at a Fixed Price, as set out in as set out in the Price Schedule at Annex 1 Schedule 6.1 (Pricing and Payment), provided that the Authority exercises the option by no later than 6 months prior to the end of Pricing Period 2.

12.6 The Authority may enact Options 1 and 2 for the Contractor to deliver this requirement at any point up to six (6) months prior to the start of that Option period, or within such period as corresponds to the aggregate of any period(s):

12.6.1 of delay in the delivery programme whether constituting any breach of the Contract or resulting from any Force Majeure event within Condition 27, or

12.6.2 for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

12.7 The Authority shall not be contractually obliged to exercise the Options.

12.8 When an Option is taken up, the Contract Price of the Contract shall be amended to incorporate the Option Fixed Prices, as detailed in the Price Schedule at Annex 1 to Schedule 6.1 (Pricing and Payment).

13 Government Furnished Assets

13.1 Where the Authority provides Government Furnished Assets (GFA) in support of this Contract (as listed in Schedule 3.1 (Government Furnished Assets), the Contractor must include details of the GFA within the Contractor Public Store Account and treat it in accordance with Def Stan 05-099. If the Authority decides not to proceed with this procurement, you must seek instructions for GFA from the Authority Commercial Branch.

13.2 The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

14 Delivery

14.1 The Contractor shall deliver the Services in accordance with Schedule 2.1 (Services Description) and DEFCON 507 (Delivery). Where no acceptance procedure is specified, rejection of Services shall be in accordance with condition 14.2.

14.2 Following Commercial Branch notification of rejection within thirty (30) Business Days of delivery, if rectification of any Service is necessary and demanded by the Authority, the Authority's Commercial Branch shall notify the Contractor of the period of time allowed to rectify a Services. Rectification shall be at the Contractor's cost. Following the period of time allowed to rectify a Service, the Authority shall have the right to reject the rectified Service in accordance with DEFCON 524 (Rejection).

15 Quality Management Certification

15.1 Throughout the duration of the Contract, the Contractor shall hold appropriate certification (ISO 9001-2015 or equivalent) issued by an independent third-party certification body and with a scope that is relevant to the product(s)/services to be delivered. The third-party certification body will have been accredited by a National Accreditation Body (UKAS or equivalent) which is a signatory to the IAF Multi-Lateral Agreement or IAF Accredited Regional Accreditation Group.

16 Contract Management

16.1 The Contractor shall meet with the Authority on a periodic basis as set out in Schedule 7.1 (Governance) to formally review and discuss the performance and other aspects of the Contract.

16.2 Discussions and decisions taken at such meetings regarding changes to the Contract shall have no contractual effect unless agreed by both parties and incorporated in accordance with Schedule 7.2 (Change Control Procedure) and DEFCON 503 (Formal Amendments to the Contract). The Contractor shall not take actions arising from any meetings, the nature of which require a formal Contract amendment to be issued by the Authority's Commercial department in accordance with the provisions of DEFCON 503 (Formal Amendments to the Contract), without authorisation from the Authority's Commercial department. The Authority shall not be held liable for such actions by the Contractor in anticipation of any authorisation and any related costs, however incurred, in the event that formal authorisation is not provided.

16.3 Ad-hoc meetings may be called by either the Authority or the Contractor throughout the duration of this Contract where a specific need arises. Agreement to attend such meetings shall not be unreasonably withheld. Any related costs are included within the Contract Price.

17 Contract Data Deliverables

17.1 Contract data deliverables (reports and plans) shall be made available to the Authority through the Virtual Library system as set out in Schedule 7.5 (Virtual Library and Records).

17.2 The submission by the Contractor and receipt by the Authority of reports on the progress of this Contract shall not prejudice any rights or obligations of the Authority or the Contractor under this Contract.

18 Collaboration and Nature Of Relationship

18.1 The Parties shall collaborate in accordance with Part B of Schedule 2.2 (Performance and Collaboration), Schedule 5 (Relationship Management), and Appendix 1 to Schedule 5 (Relationship Management Plan).

18.2 Nothing in this Contract or in any agreement entered into pursuant hereto shall give rise to or constitute a Partnership (whether or not as defined under the Partnership Act 1890) or a joint venture between the Authority and the Contractor, and unless expressly provided so herein, the Contractor will not act or hold themselves out as the agent of the Authority.

18.3 Neither the Authority nor the Contractor has any authority to commit the other Party to any liability, relationship or arrangement except as expressly provided for in this Contract

19 Pricing And Payment

19.1 The Authority shall pay the Contractor for the requirements set out in the Price Schedule at Annex 1 to Schedule 6.1 (Pricing and Payment) in accordance with this Condition 21 and Schedule 6.1 (Pricing and Payment). The payments shall be adjusted in accordance with Schedule 2.2 (Performance and Collaboration).

19.2 The Firm Price for the initial Pricing Period 1 is set out in the Price Schedule at Annex 1 to Schedule 6.1 (Pricing and Payment). Fixed Prices for all subsequent Pricing Periods shall be subject to Variation of Price Condition 11 of Schedule 6.1 (Pricing and Payment).

19.3 For Over and Above Tasks, the Authority shall pay the Contractor (in arrears) the Task Price agreed in accordance with Schedule 7.3 (Over and Above Tasking) upon satisfactory completion and acceptance of the deliverables associated with the additional task, as so defined and agreed in the relevant Tasking Form.

19.4 All payments under this Contract shall be made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

20 Financial Distress and Duty to Notify

20.1 The Contractor shall promptly notify the Authority if there is a Financial Distress Event (FDE) for the Contractor or any entity in the Contractor group or Consortia or Key subcontractor Group ('Financial Distress Event' (FDE) Group).

20.2 The Contractor notification shall be made to the Authority in writing within five (5) Business Days following the occurrence of a FDE or any fact, circumstance or matter which could cause a FDE (and in any event, ensure that such notification is made within five (5) Business Days of the date on which the Contractor first becomes aware of the FDE or the fact, circumstance or matter which could cause a FDE).

20.3 The following shall be Financial Distress Events:

20.3.1 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement regarding a material deterioration in its financial position or prospects;

20.3.2 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

20.3.3 an FDE Group entity committing a material breach of covenant to its lenders;

20.3.4 commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;

20.3.5 any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;

20.3.6 the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or

20.3.7 the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Contract.

21 Key Performance Indicators And Remedies

21.1 Key Performance Indicators (KPIs), as described at Schedule 2.2 (Performance and Collaboration), shall be used to assess the Contractor's performance. KPIs shall be measured on a quarterly basis in accordance with Schedule 2.2 (Performance and Collaboration).

21.2 Where one or more of the KPIs specified within Schedule 2.2 (Performance and Collaboration) is assessed as not achieved within a quarterly Measurement Period, the Authority shall be entitled to the remedies set out in Schedule 2.2 (Performance and Collaboration), including the right to terminate as set out in Condition 27 of the Terms and Conditions of Contract.

22 Dispute Resolution

22.1 Dispute Resolution shall be carried out in accordance with Schedule 7.4 (Dispute Resolution) and DEFCON 530 (Dispute Resolution (English Law)).

23 Services Improvement

23.1 The Contractor shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services in accordance with this Condition 23**Error! Reference source not found.**. New or potential improvements shall include:

23.1.1 the emergence of new and evolving relevant technologies which could improve the Services, and those technological advances potentially available to the Contractor and the Authority which the Parties may wish to adopt;

23.1.2 new or potential improvements to the Services including the quality, responsiveness, procedures, likely performance mechanisms and customer support services in relation to the Services;

23.1.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk;

23.1.4 changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority; and/or

23.1.5 changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.

23.2 The Contractor shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Contractor shall provide any further information that the Authority requests.

23.3 If the Authority wishes to incorporate any improvement identified by the Contractor the Authority shall send the Contractor a Change Request in accordance with DEFCON 620 (Contract Change Control Procedure) and Schedule 7.2 (Change Control Procedure).

24 Measures In a Crisis

24.1 The Contractor shall continue to provide the Services in peacetime and during periods of crisis, tension, emergencies, transition to war and during hostilities. Business Continuity planning obligations in addition to this Condition 24 are set out in Schedule 7.7 (Business Continuity Management).

24.2 If at any time, the Authority believes, in its sole discretion, that the circumstances identified in Condition 24.3 apply, it may issue a notice in writing from the Authority Commercial Branch to the Contractor of such belief.

24.3 The circumstances referred to in Condition 24.2 are that, in view of:

24.3.1 The national interests of the United Kingdom and its territories, or a threat to their national security and defence, or the occurrence of a state of war, crisis, state of tension or other emergency (whether or not involving hostilities);

24.3.2 A request to the Authority by a local authority, public body or statutory corporation for assistance in relation to the occurrence or possible occurrence of a major accident, crisis or natural disaster; and/or,

24.3.3 A request by NATO, the European Union or the United Nations or other country or organisation(s) for support or assistance in relation to international obligations,

24.3.4 it is necessary, appropriate or desirable for the Authority to take all or any of the measures described in Conditions 24.4 to 24.7 inclusive.

24.4 Subject to the issue of a notice in accordance with Condition 24.2 the Authority may require the Contractor, within such period as may be specified by the Authority in its sole discretion, to provide such information in the possession, knowledge or control of the Contractor as the Authority may in its sole discretion require, including without limitation, information relating to all or any of the following matters:

24.4.1 The Services currently carried out by the Contractor or due to be carried out by the Contractor within a period specified by the Authority for:

24.4.1.1 The Authority; and,

24.4.1.2 Any third parties as specified by the Authority;

24.4.2 The Contractor's current deployment of its employees whether inside or outside of Government facilities; and/or,

24.4.3 All supporting equipment and documentation currently held by the Contractor and the location of such equipment and documentation, and the Contractor shall promptly and diligently comply fully with the requirement to provide such information.

24.5 Upon providing the Authority with the information requested pursuant to Condition 26.4, or upon expiry of the period specified by the Authority for the supply of such information, the Contractor shall, upon being so requested by the Authority, discuss (acting reasonably) with the Authority any matters which the Authority, in its sole discretion, may consider relevant or appropriate to any proposals the Authority may have for the reallocation of priorities for, or for the reorganisation of, Services carried out or to be carried out by the Contractor. These will be in order to deal with the circumstances which gave rise to the

issuing of a notice pursuant to this Condition 24 (Measures in a Crisis) and may include, without limitation, the following matters:

24.5.1 The revision (including the early completion, suspension or permanent cessation) of the provision of the Services for the Authority;

24.5.2 The early completion, suspension, or permanent cessation of any services by the Contractor for Third Parties; and,

24.5.3 The immediate implementation of new services, and the Parties shall endeavour, as far as reasonably possible, to reach agreement as a matter of urgency on such matters.

24.6 Notwithstanding any provision to the contrary in this Contract (but without prejudice to Conditions 24.4 and 24.7) and notwithstanding that any of the measures described in Condition 24.6 may not be taken, required to be taken, or have been completed, the Authority may, in the circumstances provided under Condition 24.3, at any time and at its sole discretion, issue written instructions to the Contractor including, without limitation, in relation to all or any of the following matters:

24.6.1 To accelerate to early completion, to suspend, or to cease permanently any of the Services carried out by the Contractor for Third Parties;

24.6.2 To remove (permanently or temporarily) the property of either the Contractor and/or specified third parties from the Government facilities used in the delivery of Services under this Contract and to use all reasonable endeavours to procure that any such action is carried out on terms with such third parties, which result in the least possible loss or damage;

24.6.3 To carry out any changes whatsoever to the Services required by the Authority without reference to the Change Control Procedure in Schedule 7.2 (Change Control Procedure); and/or,

24.6.4 To deploy and/or to use or make available for use by the Authority or as directed by the Authority its employees, premises, plant, machinery, equipment and other supplies, and the Contractor shall use all reasonable endeavours to fully, promptly and diligently comply with such instructions.

24.7 Any action or measures which the Authority may, or is required to, take pursuant to the provision of this Condition may validly be taken by the Authority acting through the representative of the Authority or such other person or persons as the Authority may from time to time authorise in writing for that purpose and notify to the Contractor.

24.8 The provision of Conditions 24.4 to 24.7 shall immediately cease to apply when the Authority issues a written notice to that effect to the Contractor and thereafter the Contractor shall continue to be bound by the provisions of this Contract as applicable prior to the notice being served in accordance with Condition 24.2

25 Force Majeure

25.1 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:

25.1.1 Acts of nature;

25.1.2 Fire at any of the Contractor’s premises or those of its Contractors except to the extent that the fire was caused by their own negligence.

25.2 The Contractor shall immediately notify the Authority’s Commercial Branch 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.

25.3 Subject to Condition 25.4 below, the Contractor may be entitled to an appropriate extension of time for performing such Contract 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.

25.4 The maximum extension of time granted under this Condition shall be limited to sixty (60) Business Days after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

26 Disruption

26.1 The Contractor shall ensure that in the performance of its obligations under this Contract, it does not disrupt the operations of the Authority, its employees or any other third party contracted under by the Authority.

26.2 The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.

26.3 In the event of industrial action by the Contractor's staff, provision of the Contractor Deliverables is to be maintained at no additional cost to the Authority and with no alleviation provided against the KPIs. The Contractor shall ensure contingency plans are available for the Authority to inspect and / or comment on at any reasonable time which the Contractor shall update and revise as necessary throughout the duration of the Contract.

27 Termination for Convenience

27.1 The Authority reserves the right to terminate this Contract in full or in part, including individual Over and Above Tasks, under DEFCON 656B (Termination for Convenience - Contracts £5m and Over) and the terms of this Contract. Where the Authority terminates a part of this Contract, the Contractor is not entitled to raise prices in any other remaining areas of the Contract.

27.2 In the event of termination, the Authority will issue a Termination Assistance Notice in accordance with Condition 2 of Schedule 7.6 (Exit Management).

Material Breach

27.3 The Authority has the right to terminate the contract for material breach, in accordance with DEFCON 514 (Material Breach), which includes but is not limited to the following scenarios:

27.3.1 Consistent failure of KPIs, as per paragraph 4.6 of Schedule 2.2 (Performance and Collaboration); and,

27.3.2 Any other material breach as defined in common law.

27.4 When terminating in accordance with DEFCON 514 (Material Breach) the Authority may rely on a single material breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of when such breaches occurred and whether such breaches are cured) which taken together mean that the Contractor is in material breach of its obligations under the Contract.

Remediation

27.5 Should the Contractor be in material breach of its obligations, the Authority may request a plan to be submitted which details how the Contractor's performance in delivering the Contract Deliverables will be remedied (the "Remediation Plan"). The Contractor must submit this Remediation Plan within twenty (20) business days from when it is requested, unless otherwise agreed by the Parties.

27.6 Should the Contractor not submit their Remediation Plan within the timescales, the Authority may terminate the Contract under the terms in DEFCON 514 (Material Breach).

27.7 Where a Remediation Plan has been provided by the Contractor, the Authority may within twenty (20) Business days;

27.7.1 accept the Remediation Plan in writing and require the Contractor to enact the plan;

27.7.2 request in writing that amendments are made to the Remediation Plan and specify the date by which the revised Remediation Plan must be provided to the Authority (and on receipt of such revised Remediation Plan this Condition 27.7.2 shall apply to the revised Remediation Plan as amended); or,

27.7.3 inform the Contractor in writing that it does not consider that the Remediation Plan, or revised Remediation Plan if applicable, will be sufficient to rectify the breach, in which case the Authority may terminate the Contract for material breach under the terms of DEFCON 514 (Material Breach).

27.8 Where the Authority reasonably considers the Remediation Plan has or will fail to return performance to the contracted levels or where a Remediation Plan has not been

submitted, it may, at its sole discretion require a further Remediation Plan to be submitted or serve a termination notice under DEFCON 514 (Material Breach) where the underperformance shall be deemed to be a material breach.

27.9 The Authority's rights under Conditions 27.3 to 27.8 are in addition to its rights under DEFCON 514 (Material Breach) to terminate for material breach.

Consequences of Termination

27.10 For the avoidance of doubt and without prejudice to the Authority's rights under DEFCON 514 (Material Breach), in the event of termination for material breach the Contractor shall be entitled to payments only in respect of unpaid charges for Services provided up until the date of termination, and charges that may be payable in respect of Services provided in accordance with Condition 29 (Exit Requirements). The Authority may deduct from such payments any charges it has paid to the Contractor in advance in respect of Services not provided as at the date of termination.

27.11 In the event that the Authority terminates the Contract in accordance with Condition 27 (Force Majeure) the Contractor shall be entitled to payments only in respect of unpaid charges for Services received up until the date of termination, and charges that may be payable in respect of Services provided in accordance with Condition 29 (Exit Requirements). The Authority may deduct from such payments any charges it has paid to the Contractor in advance in respect of Services not provided as at the date of termination.

27.12 In the event that the Authority terminates the Contract in accordance with Condition 29.1, the Contractor shall be entitled to payments only in respect of unpaid charges for Services provided up to and including the date of termination, and charges that may be payable in respect of Services provided in accordance with Condition 29 (Exit Requirements).

27.13 In the event of a partial termination of the Contract, the Parties shall agree the effect of any Contract changes necessitated as a result in accordance with the terms of DEFCON 620 (Contract Change Control Procedure) and Schedule 7.2 (Change Control Procedure), including the effect the partial termination may have on any other Services, provided that:

27.13.1 The Contractor shall not be entitled to any increase in the Prices in respect of the Services that have not been terminated if the partial termination arises in accordance with DEFCON 514 (Material Breach); and,

27.13.2 Any adjustment to the Prices must be in accordance with Schedule 6.1 (Pricing and Payment).

28 Mobilisation

28.1 During the Mobilisation Phase, the Parties shall comply with the provisions of Appendix 3 to Schedule 4.1 (Mobilisation Plan).

28.2 The Contractor shall ensure that each milestone is achieved on or before its due date. If the Contractor becomes aware that there is, or there is reasonably likely to be, a delay, it shall:

28.2.1 notify the Authority in writing as soon as possible and set out the delay or the anticipated delay with reasons; and

28.2.2 the Remediation Plan at Conditions 27.4 to 27.8 will then apply, with reduced timescales; the period of twenty (20) Business Days is reduced to five (5) Business Days for both Contractor submission of the Remediation Plan and Authority review.

29 Exit Requirements

29.1 Each Party shall appoint a person for the purposes of managing the Parties' respective Exit obligations under this Condition 29, Schedule 7.6 (Exit Management) and the Exit Plan at Appendix 1 to Schedule 7.6. Written notification of such appointment shall be provided to the other Party within 3 months of the Effective Date of Contract.

29.2 On expiry of the Contract or in the event that the Authority notifies the Contractor of its intention to terminate the Contract in accordance with the termination provisions of this Contract, the provisions of this Condition 29, Schedule 7.6 (Exit Management) and the Exit Plan at Appendix 1 to Schedule 7.6. shall be executed, supplemented by the provisions of DEFCON 625 (Co-operation on expiry of Contract).

29.3 Should the Contractor fail to comply with the agreed Exit Plan (unless as a result of a direct act or omission of the Authority), the Authority reserves the right to withhold any outstanding payments due under the Contract until full compliance with the agreed Exit Plan has been achieved and is accepted by the Authority in accordance with the provisions of Schedule 7.6 (Exit Management).

Continuing Obligations

29.4 Termination of this Contract (or any part thereof) shall not affect the continuing rights and obligations of the Contractor and the Authority arising from the Conditions and Schedules of this Contract including (but not limited to) the requirements identified in the agreed Exit Plan in accordance with Condition 29.1.

Duty to Co-operate

29.5 Without prejudice to the provisions of Condition 21 (Key Performance Indicators and Remedies), the Contractor shall use all reasonable endeavours so as to facilitate the smooth transfer of responsibility for provision of the Contract Deliverables (or any part) to an incoming contractor or to the Authority, as the case may be, and the Contractor shall take no action at any time during the term of this Contract or after which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such transfer. Any frustration caused by the Contractor will be managed through the Dispute Resolution Procedure in accordance with Condition 22(Dispute Resolution) and may result in withhold of other payments due.

29.6 Following the Expiry Date or termination date, the Contractor shall, with the Authority's consent (not to be unreasonably withheld) be allowed reasonable access to land, facilities, assets, personnel and information owned or controlled by the Authority in order to perform the Exit Plan.

30 Insurance

30.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity and liability obligations, the Contractor shall for the periods specified in Schedule 2.4 (Insurance Requirements) take out and maintain, or procure the taking out and maintenance of the insurances as set out in Schedule 2.4 (Insurance Requirements) and any other insurances as may be required by applicable law (together the “Insurances”). The Contractor shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.

30.2 The insurances shall be maintained in accordance with good industry practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

30.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and repute in the international insurance market and are appropriately regulated.

30.4 The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

30.5 Where the Contractor has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Contractor to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

30.6 The Contractor shall upon the Effective Date of Contract and within fifteen (15) Business Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of the Contract. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of any of its liabilities and obligations under this Contract.

30.7 The Contractor shall notify the Authority in writing at least five (5) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances. This Condition 30.7 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Contract.

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

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

30.10 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid

by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

31 Over and Above Tasking Arrangement

31.1 The Authority may request the Contractor, from time to time, to provide additional ad-hoc activities on a task basis using the process defined in Schedule 7.3 (Over and Above Tasking). Tasks shall be initiated by means of a partially completed Annex 1 to Schedule 7.3 (O&A Tasking Form).

31.2 The List of authorised Over and Above Tasks shall be held at Annex 2 to Schedule 7. 3 (O&A Task Register).

31.3 The Contractor must not start any work prior to the receipt of formal, written authorisation of an Over and Above Task. Any work undertaken prior to the receipt of formal authorisation of an Over and Above Task in accordance with the Contract and 7.3 (Over and Above Tasking) shall be at the Contractor's own risk. The Authority will not pay for any work completed in advance of an authorised Over and Above Task.

32 Limitations on Liability

Unlimited liabilities

32.1 Neither Party limits its liability for:

32.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

32.1.2 fraud or fraudulent misrepresentation by it or its employees;

32.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

32.1.4 any liability to the extent it cannot be limited or excluded by law.

32.2 The financial caps on liability set out in Clause 32.3 below shall not apply to the following:

32.2.1 for any indemnity given by the Contractor to the Authority under this Contact, including but not limited to;

32.2.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);

32.2.1.2 the Contractor's indemnity in relation to TUPE at Schedule 8 (Staff Matters: Transfer Regulations);

32.2.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

32.2.2.1 the Authority's indemnity in relation to TUPE under Schedule 8 (Staff Matters: Transfer Regulations);

32.2.3 breach by the Contractor of DEFCON 532B and Data Protection Legislation; and

32.2.4 to the extent is arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

32.2.5 For the avoidance of doubt, any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 32.3 and/or 32.4 below.

Financial limits

32.3 Subject to Clauses 32.1 and 32.2 and to the maximum extent permitted by Law:

32.3.1 throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

32.3.1.1 in respect of DEFCON 76 five million £ pounds (£5m) in aggregate;

32.3.1.2 in respect of DEFCON 514 ten million £ pounds (£10m) in aggregate; and

32.3.1.3 in respect of DEFCON 611 fifty thousand £ pounds (£50,000) in aggregate;

32.3.2 without limiting Clause 32.3.1 and subject always to Clauses 32.1, 32.2, and 32.3.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with Schedule 2.2 (Performance and Collaboration) and Schedule 6.1 (Pricing and Payment)), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be ten million £ pounds (£10m) in aggregate.

32.3.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 32.3.1 and 32.3.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 32.3.1 and 32.3.2 of this Contract.

32.4 Subject to Clauses 32.1, 32.2, and 32.5, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

32.5 Clause 32.4 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

32.6 Subject to Clauses 32.1, 32.2 and 32.7, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

32.6.1 indirect loss or damage;

32.6.2 special loss or damage;

32.6.3 consequential loss or damage;

32.6.4 loss of profits (whether direct or indirect);

32.6.5 loss of turnover (whether direct or indirect);

32.6.6 loss of business opportunities (whether direct or indirect); or

32.6.7 damage to goodwill (whether direct or indirect).

even if that Party was aware of the possibility of such loss or damage to the other Party.

32.7 The provisions of Clause 32.6 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

32.7.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

32.7.1.1 to any third party;

32.7.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

32.7.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

32.7.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

32.7.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the Replacement Services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

32.7.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

32.7.5 damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;

32.7.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

32.7.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

32.7.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

32.7.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

32.8 If any limitation or provision contained or expressly referred to in this Condition 34 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 34.

Third party claims or losses

32.9 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

32.9.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

32.9.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

32.10 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

33 Publicity And Communications With The Media

33.1 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 or otherwise publicise the Contract unless the Authority has given its prior written consent.

34 Security

34.1 The Contractor shall comply with the Security criteria listed in Schedule 2.3 (Security Management) of the Contract.

34.2 For the purpose of DEFCON 659A (Security Measures), the Secret Matter of the Contract is defined in the Security Aspects Letter at Appendix 1 to Schedule 2.3 (Security Aspects Letter (SAL)).

Government Security Classifications Policy

34.3 This Contract is subject to protection under GSC. The Contractor shall maintain awareness of any changes to GSC through the Gov.uk GSC website.

Cyber

34.4 Further to DEFCON 658 (Cyber) the Cyber Risk Level of the Contract is High as Defined in Def Stan 05-138. The Risk Assessment Reference number is RAR-430293204.

Co-Operation for Security Investigation

34.5 The Contractor shall, and shall procure that each Subcontractor shall, notify the Authority’s Representative immediately if it becomes aware that an Employee has breached Condition 34 (Security).

34.6 The Contractor shall, and shall procure that its Subcontractors shall, give reasonable assistance to the Authority’s Representative and/or any other representative or adviser of the Authority for the purposes of carrying out any investigation that the Authority undertakes (acting reasonably).

Security Clearances

34.7 All contractor personnel must comply with the Authority's minimum levels of Security Clearances for the duration of their involvement in the Contract.

35 Social Value

Place marker for Social Value Condition - to be updated to include winning tenderer's proposed deliverables:

35.1 In delivering the Contractor Deliverables, the Contractor shall have regard to the Government's Social Value (SV) Themes, Policy Outcomes and Delivery Objectives. Appendix 3 to DEFFORM 47 Annex C Requirements of Response (ROR) sets out the basis by which the responses to SV ROR questions 14.1 (Increase supply chain resilience and capacity), 14.2 (Tackle workforce inequality), and 14.3 (Improve health and wellbeing) will be evaluated under the Invitation to Negotiate (ITN).

35.2 Delivery of SV will be assessed throughout the duration of the Contract as part of the Contractor's Collaborative Behaviours (Commitment 1.a) as set out in Part B of Schedule 2.2 (Performance and Collaboration). The SV KPI 1.7 (Support for in work progression) in Appendix 1 to Schedule 2.2 (Performance and Collaboration) will be subject to update on Contract Award in accordance with the winning tenderer's response to ROR 14.2 (Tackle workforce inequality).

35.3 The winning tenderer's approach to delivering each of the Authority's SV priorities relevant to the Contract will be incorporated into the Contract on award as Appendix 7 to Schedule 4.1 (Social Value):

35.3.1 14.1 (Increase supply chain resilience and capacity);

35.3.2 14.2 (Tackle workforce inequality); and

35.3.3 14.3 (Improve health and wellbeing).

35.4 The Authority will update this Condition 35 to incorporate SV deliverables from the timed project plans as bespoke Conditions of Contract on contract award, which will include how the Contractor will monitor, measure and report on the delivery of its proposals in order to measure SV throughout the Contract lifespan and determine whether the Contract is achieving its SV objectives.

35.5 The Contractor shall provide quarterly reports on delivery of SV to the Authority for review in accordance with Part C of Schedule 7.1 (Governance). SV reporting shall detail progress against the timed project plans and processes in Appendix 7 to Schedule 4.1 (Social Value).

35.6 The Authority shall be entitled to review delivery of SV objectives under the Contract annually and require amendments in accordance with changes in Government's SV Themes, Policy Outcomes and Delivery Objectives. Changes will be undertaken in accordance with the change process detailed in Schedule 7.2 (Change Control Procedure). Following agreement, a change will be implemented into this Contract.

36 Transfer of Undertakings (Protection of Employment)

36.1 The Contractor shall comply with all applicable obligations relating to the Transfer of Undertakings (Protection of Employment) as set out in Schedule 8 (Staff Matters; Transfer Regulations) of the Contract.

37 IR35 Off-Payroll Rules (Intermediaries Legislation)

37.1 The Off-Payroll Rules (Intermediaries Legislation – IR35) for working in the Public Sector are in place to ensure that where a worker would have been an employee if they were providing their services directly, they are broadly paying the same tax and National Insurance Contributions (NICs) as an employee.

37.2 The table below shows the outcome following the Authority's formal IR35 determination undertaken prior to contract award against the requirement using the HMRC CEST tool. Status Determination Statements (SDS) will be issued on contract award to the Contractor and to the individual worker(s).

Statement of Requirements Service Requirement (SR) Reference	**Description of work**	**Work in or out of scope for IR35**	**Date of employment status review**
All	Provision of the Services as set out in the Statement of Requirements	To be updated prior to contract award	

37.3 Where the worker is supplied through a contractor rather than being employed directly, then the provisions of these conditions must be included in any terms between the Contractor and the Off Payroll Employee.

37.4 The Authority is required to maintain detailed records for IR35 determinations and undertake periodic reassessments in order to comply with IR35 Off-Payroll Rules (Intermediaries Legislation). The periodic reviews will be undertaken by the Authority to re-assess IR35 determinations on a six-monthly basis. The Contractor must provide information on request by the Authority to support the IR35 determination process. The Authority reserves the right to undertake additional reviews in the event that any part of the requirement changes from out of scope to in-scope or vice versa, and prior to issue of contract amendments.

37.5 In the event that the Authority identifies a change of status under the reassessment process set out in condition 37.4, an updated Status Determination Statement (SDS) will be issued to the Contractor and to the individual worker(s) in accordance with IR35 Off-Payroll Rules (Intermediaries Legislation).

DEFFORM 111 Appendix - Addresses and Other Information

1. Commercial Officer

Name: Personal data redacted Under FOI Section 40

Address: United Kingdom Strategic Command, UKStratCom Comrcl C2-25, Room A104, A Block, RAF Wyton, Huntingdon, Cambridgeshire, PE28 2EA

Email: Personal data redacted Under FOI Section 40 (+44) 0300 1666031

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

Name: To be updated on contract award

Address To be updated on contract award

Email: To be updated on contract award

3. Packaging Design Authority Organisation & point of contact:

Not Applicable

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

Not Applicable

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

Branch/Name: Not Applicable

((Not Applicable

(b) U.I.N. Not Applicable

5. Drawings/Specifications are available from Not Applicable

6. Intentionally Blank

7. Quality Assurance Representative: Information Required from Project

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.uwh.diif.r.mil.uk/ [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].

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

9. Consignment Instructions The items are to be consigned as follows: Not Applicable

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

B.JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

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

((0151-242-2000 Fax: 0151-242-2809

Website is: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing

12. Forms and Documentation are available through *:

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

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: https://www.aof.mod.uk/aofcontent/tactical/toolkit/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.