

Civilian Armoured Vehicle Urgent Capability Requirement (CAV UCR) - 700028309

Annex A to Contract – Additional Terms and Conditions

The Contractors' attention is called to the following additional Terms and Conditions applicable to this Call-Off Contract.

DEFCON 21 (Edn 10/04) – Retention of Records
 DEFCON 68 (Edn 02/19) - Supply of Hazard Data for Articles, Materials and Substances
 DEFCON 82 (Edn 11/16) - Special Procedures for Initial Spares
 DEFCON 90 (Edn 11/06) - Copyright
 DEFCON 113 (Edn 02/17) - Diversion Orders
 DEFCON 129J (Edn 18/11/16)– The Use of the Electronic Business Delivery Form
 DEFCON 501 (Edn 11/17) – Definitions and Interpretations
 DEFCON 507 (Edn 10/18) – Delivery
 DEFCON 514 (Edn 08/15) – Material Breach
 DEFCON 515 (Edn 02/17) - Bankruptcy and Insolvency
 DEFCON 518 (Edn 02/17) – Transfer
 DEFCON 522 (Edn 11/17) - Payment and Recovery of Sums Due
 DEFCON 524 (Edn 10/98) - Rejection
 DEFCON 525 (Edn 10/98) – Acceptance
 DEFCON 526 (Edn 08/02) – Notices
 DEFCON 528 (Edn 07/17) - Import and Export Licences
 DEFFORM 528 (Import and Export Controls)
 DEFCON 537 (Edn 06/02) - Rights of Third Parties
 DEFCON 566 (Edn 12/18) - Change of Control of Contractor
 DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)
 DEFCON 608 (Edn 10/14) - Access and Facilities to Be Provided By the Contractor
 DEFCON 609 (Edn 08/18) - Contractor's Records
 DEFCON 612 (Edn 10/98) - Loss of or Damage to the Articles
 DEFCON 621B (Edn 10/04) - Transport (If Contractor Is Responsible For Transport)
 DEFCON 624 (Edn 11/13) - Use Of Asbestos
 DEFCON 627 (Edn 12/10) - Requirement for a Certificate of Conformity
 DEFCON 644 (Edn 07/18) - Marking of Articles
 DEFCON 647 (Edn 04/19) – Financial Management Information
 DEFCON 656B (Edn 08/16) - Termination for Convenience – £5m and Over
 DEFCON 658 (Edn 10/17) – *Cyber Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138*
 DEFCON 659A (Edn. 02/17) - Security Measures
 DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
 DEFCON 670 (Edn 02/17) - Tax Compliance

Note: For the purpose of the following clauses, the term “Vehicle(s)” is used to describe the fully modified vehicle.

1. Delivery

1.1 The Contractor is required to provide the Vehicles as outlined in the Schedule of Requirements at Annex B to Contract.in accordance with the Statement of Work (SOW) at Annex C to Contract.

1.2 The Contractors' Delivery Schedule should set out the plan for the delivery of the 42 vehicles as referenced in the Schedule of Requirements (SOR) at Annex B to

Contract. When accepted, this schedule will be contractually binding, and will be used to calculate Liquidated Damages (section 4 below).

2. Payment

2.1 Payment will be made in accordance with the Schedule of Requirements at Annex B to the Contract.

3. Project Management

3.1 The Contractor is required to provide monthly progress reports to the Authority in accordance with Section 2 of the SOW at Annex C to the Contract.

3.2 Progress Meetings will be called as required in accordance with Section 2 of the SOW at Annex C to the Contract.

4. Liquidated Damages

4.1 It is recognised by the Parties that if the Contractor fails to deliver any of the Vehicles by the date(s) specified in para 4.3 below, the Authority will suffer loss and damage.

4.2 Accordingly, for each day's delay from the Delivery Date specified in Annex B to the Contract (including bank holidays and weekends), the Contractor shall pay the Authority [REDACTED] per Vehicle up to a maximum of [REDACTED] per Vehicle as Liquidated Damages. The Parties confirm that this sum represents a genuine pre-estimate of the Authority's loss.

4.3 Liquidated Damages will be payable for each Vehicle as listed within the Schedule of Requirements at Annex B to the Contract.

4.4 The provisions of this Clause are without prejudice to any other rights of the Authority under the Contract, including but not limited to those under DEFCON 514 (Material Breach).

4.5 Accordingly, in the event that the Authority terminates the Contract, Liquidated Damages shall be payable under Clause 4.2 above until the date of such termination.

4.6 Unless expressly stated by the Authority in writing, the provisions of Framework Clause 39 (Waiver) shall apply to the Authority's right to recover Liquidated Damages under this Clause.

5. Quality Management

5.1 Quality Management will be delivered in accordance with Section 4 of the SOW at Annex C to the Contract.

6. Security

6.1 The classification of the Call-Off Contract is SECRET with a UK EYES ONLY caveat (SUKEO).

6.2 Due to the classification of the requirement, the Contractor must ensure they maintain their List X status throughout the duration of the Call-Off Contract.

6.3 The Security Aspects Letter (SAL) for the requirement can be found at Annex E.

6.4 The Contractor should ensure that the Security requirements are flowed down to all Sub-Contractors in accordance with DEFCON 659A.

7. Government Furnished Equipment (GFE) and GFE Data

7.1 The Authority acknowledges that the Contractor will require [REDACTED] as GFE and will provide it in a timely manner on request.

7.2 Any additional GFE identified through the course of Contract delivery should be requested via the Authority's Commercial Manager. The request should include the nature of the GFE, the reason for the request and the date required. The Contractor is to note that a minimum of 5 working days' notice is required for all additional GFE.

7.3 The Authority will provide the Contractor with GFE Data upon request where applicable and available, and within a timely manner. Requests for GFE, including justification and date required must be provided to the Authority's Commercial Manager providing a minimum of 5 working days' notice.

8. Subject Matter Expert (SME) Support

8.1 The Authority will provide access to relevant SMEs upon request where applicable and available, and within a timely manner. Requests for SME Support, including justification, name/role of individual and date of meeting must be provided to the Authority's Commercial Manager providing a minimum of 15 working days' notice. The Contractor is to note that while all reasonable efforts will be made to ensure attendance of required SMEs, this may not always be possible.