



UK Strategic Command
Contract Number: 711196451

For

**MAINTENANCE OF THE BFC WHITE
FLEET ASEMS**

Contract awarded: 10 January 2025

Between the Secretary of State for
Defence of the United Kingdom of Great
Britain and Northern Ireland.

UK Strategic Command, Commercial Branch
HQ British Forces Cyprus
Episkopi Station
BFPO 53

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And

CDS Support Limited

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PURCHASE ORDER

Contract No: 711196451
Contract Name: BFC White Fleet Vehicle Acquisition Safety and Environmental Management Systems
Dated: 01 November 2024

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

Contractor	Quality Assurance Requirement (Clause 8)
Name: CDS Support Support Limited Registered Address: The Bramery, Alstone Lane, Cheltenham GL51 8HE	Is a Deliverable Quality Plan required for this Contract? No

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: N/A Address: N/A	Select method of transport of Deliverables To be Delivered by the Contractor <input checked="" type="checkbox"/> Each consignment of the Deliverables shall be accompanied by a delivery note. BFC use a single clearing agent for the purpose of importing goods into the Sovereign Base Areas (SBAs). It is not anticipated that delivery of goods will be a feature of this contract but should the need arise, the Contractor will be informed of the correct procedure for importing goods into the SBAs.

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:
Subject: Progress meetings	Subject: Progress reports
Frequency: Quarterly	Frequency: Quarterly
Location: Virtual (or in-person in Cyprus as required).	Method of Delivery: Email
	Delivery Address: See Project Manager's details in DEFFORM 111

Payment (Clause 15)
Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>(Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/</p> <p>(Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: Leidos-FormsPublications@teamleidos.mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>The Commercial Officer detailed in the Purchase Order.</p> <p>by the following date: 04/11/2024</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.</p>

Contractor's Sensitive Information (Clause 5). Not to be published.

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Description of Contractor's Sensitive Information:

N/A

Cross reference to location of Sensitive Information:

N/A

Explanation of Sensitivity:

N/A

Details of potential harm resulting from disclosure:

N/A

Period of Confidence (if Applicable):

N/A

Contact Details for Transparency / Freedom of Information matters:

Name: [Redacted Under FOIA, Section 40 Personal Information]

Position: Compliance Manager

Address: The Bramery, Alstone Lane, Cheltenham GL5 8HE

Telephone Number: [Redacted Under FOIA, Section 40 Personal Information]

E-mail Address: [Redacted Under FOIA, Section 40 Personal Information]

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 60 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).

Name (Block Capitals):

[Redacted Under FOIA, Section 40 Personal Information]

Position:

Operations Director

For and on behalf of the Contractor

[Redacted Under FOIA, Section 40 Personal Information]

Authorised Signatory

Date: **7th January 2025**

B) Acceptance

Name (Block Capitals): [Redacted Under FOIA, Section 40 Personal Information]

Position: **COMMERCIAL OFFICER**

For and on behalf of the Authority

Authorised Signatory

Date: **10th JANUARY 2025**

C) **Effective Date of Contract: 10th January 2025**

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Assist application for licences that are defence/security related.	As needed	Buyer Organisation
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract.	As needed	Buyer Organisation
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.	As needed	Buyer Organisation
Notification of Claim Condition 7.b	Notify contractor of any third-party claim and assist the contractor to dispose of said claim.	As needed	Buyer Organisation
Payment Condition 15.c	Payment	As needed.	Buyer Organisation.

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	At Tender Award.	Supplier Organisation
Progress Meetings Condition 14	Attendance at progress meetings in accordance with the contract.	Quarterly	Supplier Organisation
Obligation DEFCON 91 (Edn 06/21) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.	As needed	Supplier Organisation
Obligation DEFCON 21 (Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	As needed	Supplier Organisation
Obligation DEFCON 117 (Edn 07/21) Clause - 3a - Technical Data to Codification Authority or representative	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.	As needed.	Supplier Organisation
Payment Condition 15.c	Payment	As needed.	Supplier Organisation
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	As needed.	Supplier Organisation

Payment Condition 15.b	Submission of Invoices.	As needed.	Supplier Organisation
Import Licences Condition 8.d	Apply for and obtain all necessary licences.	As needed.	Supplier Organisation
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract.	As needed.	Supplier Organisation

Statement Of Requirements

1. Purpose of the tender

- 1.1. The purpose of this tender is to source a third-party contractor to sustain and continue to update the existing British Forces Cyprus (BFC) Acquisition Safety and Environmental Management Systems (ASEMS) document set.
- 1.2. The Authority is seeking a 5-year contract, to commence on 10 January 2025.
- 1.3. The scope of the requirement is limited to providing ASEMS cover for the BFC white (civilian) fleet vehicles. Green (military) vehicles are not included in the scope of this contract, neither are other vehicles in use, such as aircraft, or boats.
- 1.4. The Contractor will be required to work with the existing document set and perform annual reviews (in person) and attend quarterly progress-based meetings either in Cyprus or virtually, as required.
- 1.5. The Contractor will also be required to provide up to five (5) on-call Legislative Compliance Assessments (LCAs) during the term of the contract, to be requested by the Authority as and when required. The LCAs will be used by the Authority to identify all legislative requirements applicable to the vehicle and identify any areas of non-compliance.

2. Background to the Authority

- 2.1. British Forces Cyprus (BFC) refers to the British Forces stationed on the island of Cyprus. BFC is comprised of units from across the British armed forces (army, navy, royal air force, and royal marines) and their presence is mostly located in the Sovereign Base Areas (SBAs) on Cyprus in the east and west of the island in Dhekelia and Agios Nikolaos (Eastern SBA, or ESBA) and Akrotiri and Episkopi (Western SBA, or WSBA).
- 2.2. Britain maintains a number of Sovereign Base Areas (SBAs) on the island of Cyprus, which include the military stations of Akrotiri, Episkopi, Dhekelia and Agios Nikolaos. These have remained under the sovereignty of the United Kingdom since the formation of the Republic of Cyprus (RoC) in 1960.
- 2.3. The SBAs are separated geographically into two areas: WSBA and ESBA. The SBAs together comprise around 98 square miles and the two SBAs are separated from each other by approximately 100 km.
- 2.4. The map below shows the sovereign base areas (in pink) as well as the division of the island between the Turkish-controlled north, and the RoC in the south. The green band stretching across the island represents a demilitarised zone (green zone) between the two states.



Image 1: Map of Cyprus showing the SBAs, major towns and the demilitarised green zone.

- 2.5. BFC is led by a two-star military commander, who has a dual role: the SBA Administrator and the Commander British Forces Cyprus (CBF). The SBAs are unique insofar as they are the only overseas British territory that is administered by the military.
- 2.6. British Forces Cyprus has a strategic important role in British Foreign Policy and military activity in the region, and the stations on the island provide essential support to operations across the world.

3. Background to the Requirement

- 3.1. BFC own and operate a wide variety of white fleet vehicles. The extent of the fleet ranges widely and includes, but is not limited to, unmodified fleet cars for administrative tasks; through to modified and specialised blue-light emergency vehicles.
- 3.2. The white fleet consists of approximately 650 vehicles, which are sourced and maintained by BFC through commercial procurement both in the UK and on-island in the RoC.
- 3.3. To remain compliant with UK legislation and Defence regulation, it is necessary for BFC to maintain an Acquisition Safety and Environmental Management System (ASEMS). This is a specific requirement of Defence regulations (Regulation 102 – Safety and Environmental Systems) an extract of which is provided below:
 - 3.3.1. *“Accountable Persons shall ensure that a safety and sufficient Safety Environmental Management Systems (SEMS) is produced, maintained, and followed by all organisations within their area of responsibility”*
[\(Defence Land Safety Environmental Regulations, Regulation 102\)](#)
- 3.4. BFC already have a contract in place with a third-party that has provided BFC with a mature and effective ASEMS. This contract is due to expire on 31 December 2024

and a new contract is required from 1 January 2025 to ensure the current management system is maintained.

4. Definitions

Acronym or phrase	Meaning
ASEMS	Acquisition Safety and Environmental Management System
BFC	British Forces Cyprus
CBF	Commander of British Forces Cyprus
ESBA & WSBA	Eastern Sovereign Base Area & Western Sovereign Base Area
DEFCON	Defence Condition
LCA	Legislative Compliance Assessment
MOD	Ministry of Defence
RoC	Republic of Cyprus
SBA	Sovereign Base Area
SECR	Safety and Environmental Case Report
SEMS	Safety and Environmental Management System
UKSC	UK Strategic Command

5. Technical requirements

5.1. Technical Requirements Overview

5.1.1. The Contractor will be required to work with and maintain the existing ASEMS document set that has been established during the incumbent contract (due to expire 31 Dec 2024). This is a crucial requirement, as BFC is not willing to contract for a new ASEMS and recreate the existing Safety and Environmental Case Reports.

5.1.2. BFC currently hold Safety and Environmental Case Reports (SECRs). This document set comprises of the following:

- 5.1.2.1. BFC White Fleet Acquisition Safety and Environmental Management System;
- 5.1.2.2. BFC Safety and Environmental Plan;
- 5.1.2.3. BFC White Fleet Environmental Impact Screening and Scoping;
- 5.1.2.4. Fire Modified Safety and Environmental Case Report (SECR);
- 5.1.2.5. Police Modified SECR;
- 5.1.2.6. Medical Modified SECR;
- 5.1.2.7. Miscellaneous Modified SECR;
- 5.1.2.8. General Unmodified SECR;
- 5.1.2.9. Trailers SECR.

5.2. Annual Review

- 5.2.1. The Contractor will be required to visit BFC stations and perform annual reviews to update the current document set. Based on prior contract performance, each annual review is expected to take approximately 5 working days to complete.
- 5.2.2. The fleet is spread across three Joint Forces bases (RAF Akrotiri, Dhekelia Station, and Episkopi Station). While some physical inspections will be required, the majority will have been completed prior to the audit as part of the preparatory work.
- 5.2.3. During the annual review, the Contractor will be required to:
 - 5.2.3.1. Perform a document review, which will include:
 - 5.2.3.1.1. Reviewing all SECRs and related documents to ensure policies contained within are up-to-date and compliant with regulatory standards.
 - 5.2.3.1.2. Reviewing all hazard logs for modified vehicles to ensure they are robust, comprehensive and detailed and up-to-date.
 - 5.2.3.1.3. Reviewing any incident reports relating to qualifying vehicles to identify any issues that may be applicable to the wider fleet, ensuring similar or associated risks are also identified and mitigated elsewhere.
 - 5.2.3.2. In conjunction with the Authority, carry out physical evaluations on the BFC white fleet vehicles to inform and validate SEMS hazard logs.
 - 5.2.3.3. Update all SECRs within 60 calendar days.
 - 5.2.3.4. The first annual review must be provided, no later than 15 December 2025.

5.3. Quarterly Progress Meetings

- 5.3.1. The Contractor will also be required to attend quarterly progress-based meetings that may be held in Cyprus or virtually (as required, or on an opportunity basis).
- 5.3.2. Quarterly Progress Meetings will include, but may not be limited to:
 - 5.3.2.1. Reviews of progress against actions identified by the Annual Review;
 - 5.3.2.2. Reviews of any new vehicle modifications, changes to SECRs, or new vehicle purchases made;
 - 5.3.2.3. Reviews of any new legislation or policy that may impact the regulatory and policy compliance of the BFC white fleet.

5.4. Legislative Compliance Assessments

- 5.4.1. The Contractor is required to make available five (5) Legislative Compliance Assessments (LCAs) during the contract term, which will be used as needed when (or if they are) required. These assessments should, as a minimum:
- 5.4.1.1. Identify and record all relevant legislation (and legislative changes that have taken place) that is applicable to the platform at the intended point of use.
 - 5.4.1.2. Confirm BFC compliance with all legislation with regard to the construction and use ensuring all elements of the platform and sub-systems have been considered. Where areas of non-compliance have been identified as part of the assessment, the Contractor will be required to highlight these to the Authority.
 - 5.4.1.3. Be recorded in a format compliant with the [Defence Land Safety and Environmental Regulations](#) (weblink).
- 5.4.2. LCAs are to be provided on an on-call/as required basis throughout the duration of the contract. The Authority will provide a minimum notice period of 12 weeks when an LCA is required, and it the Contractor is required to deliver the LCA no later than 24 weeks following the tasking by the Authority.

5.5. Delivery Dates

- 5.5.1. The Contractor will be required to provide annual reviews by no later than the 15 December each year.
- 5.5.2. Quarterly Progress Meetings will be scheduled by the Authority for dates throughout the year, in mutual agreement between the Contractor and the Authority. The preference will be to schedule visits to BFC during the off-peak season in order to reduce contract costs.
- 5.5.3. LCAs will be provided as required, with a minimum notice period of 12 weeks and minimum delivery period of 24 weeks from the Authority tasking.

5.6. Additional Quality Requirements and Standards

- 5.6.1. All documentation produced in the performance of this contract shall meet the requirements of Defence Regulation, specifically Defence Land Safety Regulations.
- 5.6.2. All documentation shall also meet the requirements of MOD Policy and UK Strategic Command (UKSC) standard operating procedures.
- 5.6.3. The Contractor will be required to maintain an up-to-date awareness of Defence regulations, MOD and UKSC policy and ensure BFC ASEMS remains compliant throughout the duration of the Contract.

6. Cyber Security Requirements

- 6.1. The Cyber Risk Profile of this contract has been assessed as 'Very Low' following a risk assessment undertaken with the Defence Cyber Protection Partnership (DCPP), ref. RAR- 240520A09.

- 6.2. The very low cyber risk profile applies to contracts where cyber risks to the MOD resulting from the contract are basic and untargeted.
- 6.3. In compliance with Defence Standard 05-135, Issue 3, the Supplier will be required to annually maintain a Cyber Essentials Scheme certification. Evidence of a successful Cyber Essentials Scheme certification must be provided to the Authority annually within 30 days of a successful renewal.

7. Intellectual Property Rights

- 7.1. This contract will include the terms and conditions of DEFCON 703, meaning that all intellectual property rights of any nature that arise from the performance of work under this contract shall vest in and be the property of the Authority.

8. Exit Management

- 8.1. The Contractor will be required to maintain up-to-date records of all activities concerning the fulfilment of the contract deliverables that will be necessary for the smooth transition of the contract to a new supplier, if such a change occurs on contract expiry.
- 8.2. The Contractor will be required to ensure the completion and updating of all vehicle inventory lists, SECRES and outstanding reports from Progress Meetings and Annual Reviews and provide these records to the incoming supplier to support a smooth transition.
- 8.3. All BFC SEMS documents shall remain the property of the MOD. The contractor shall not retain any intellectual property rights to any BFC SEMS documents.

9. Security

- 9.1. Access to military stations in the SBA areas is restricted. The Contractor will be required to provide all necessary details of personnel visiting BFC In advance of travel to ensure Contractor personnel are suitably cleared prior to arriving on-island.
- 9.2. Access to military installations will not be granted if the required or requested information has not been provided.

Schedule Of Requirements For The Supply Of BFC White Fleet Vehicle Acquisition Safety And Environmental Management Systems

		Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029
Annual Review	Total cost (£ Excl. VAT)	[Redacted under Section 43 of the FOIA]	[Redacted under Section 43 of the FOIA]	[Redacted under Section 43 of the FOIA]	[Redacted under Section 43 of the FOIA]	[Redacted under Section 43 of the FOIA]
LCA	Total cost (£ Excl. VAT)	[Redacted under Section 43 of the FOIA]	[Redacted under Section 43 of the FOIA]	[Redacted under Section 43 of the FOIA]	[Redacted under Section 43 of the FOIA]	[Redacted under Section 43 of the FOIA]

Further details

- All prices are firm and are not subject to negotiation or change.
- All prices are exclusive of VAT.
- All prices are inclusive of travel and subsistence (T&S).
- Legislative compliance assessments are a call-off item to be used as and when requested by the Authority. There is no commitment by the Authority to utilise LCA's.

PURCHASE ORDER AMENDMENT

Contract No: 711196451

Contract Name: SUPPLY OF BFC WHITE FLEET VEHICLE ACQUISITION SAFETY AND ENVIRONMENTAL MANAGEMENT SYSTEMS

Dated:

Amendment:

You are invited to submit a quotation for the amended quantity set out in this abbreviated Purchase Order and the attached Schedule of Requirements. In the event that the Authority accepts your quotation the Contract shall in all respects be subject to the Terms and Conditions of the original Contract.

Contractor	Quality Assurance Requirement (Clause 8)
Name:	Is a Deliverable Quality Plan required for this Contract?
Registered Address:	<p>No <input checked="" type="checkbox"/></p> <p>DEFCON 602B will apply to this contract.</p> <p>Concessions shall be managed in accordance with Def Stan 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.</p> <p>Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.</p>

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name:	Select method of transport of Deliverables
Address:	To be Delivered by the Contractor ☒ Each consignment of the Deliverables shall be accompanied by a delivery note. BFC use a single clearing agent for the purpose of importing goods into the Sovereign Base Areas (SBAs). It is not anticipated that delivery of goods will be a feature of this contract but should the need arise, the Contractor will be informed of the correct procedure for importing goods into the SBAs.

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:
Subject: Progress meetings	Subject: Progress reports
Frequency: Quarterly	Frequency: Quarterly
Location: Virtual (or in-person in Cyprus as required).	Method of Delivery: Email
	Delivery Address: See Project Manager's details in DEFFORM 111

Payment (Clause 15)
Payment is to be enabled by CP&F.

Contractor's Sensitive Information (Clause 5). Not to be published.	
This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.	
Description of Contractor's Sensitive Information: N/A	
Cross reference to location of Sensitive Information: N/A	
Explanation of Sensitivity: N/A	
Details of potential harm resulting from disclosure: N/A	
Period of Confidence (if Applicable): N/A	
Contact Details for Transparency / Freedom of Information matters:	
Name:	[Redacted Under FOIA, Section 40 Personal Information]
Position:	Compliance Manager
Address:	The Bramery, Alstone Lane, Cheltenham GL5 8HE
Telephone Number:	[Redacted Under FOIA, Section 40 Personal Information]
E-mail Address:	[Redacted Under FOIA, Section 40 Personal Information]

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 60 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>Operations Director</p> <p>For and on behalf of the Contractor</p> <p>Authorised Signatory</p> <p>Date:</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>Date:</p>
<p>C) Effective Date of Contract:</p>	

Standardised Contracting Terms

SC1A
(Edn 10/22)

1. Definitions - In the Contract:

Article	means, in relation to Clause 9 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;
The Authority	means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Contract	means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;
Contractor	means the person, firm or company specified as such in the purchase order. 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;
Contractor Deliverables	means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;
Effective Date of Contract	means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;
Firm Price	means a price excluding Value Added Tax (VAT) which is not subject to variation;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
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;
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, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.
Mixture	means a mixture or solution composed of two or more substances;
Notices	means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
PPT	means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation	means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Plastic Packaging Component(s)	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
Sensitive Information	means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
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;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2. General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3. Application of Conditions

- a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4. Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5. Transparency

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency 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 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 in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency 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, in accordance with the principles set out above. 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 FOIA and/or the EIR , for the avoidance of doubt, including Sensitive Information;
 - (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; 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.

6. 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 the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, 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.

7. Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim
- c. 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.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8. Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

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

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the

Authority or the Contractor.

b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
- (2) 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);
- (3) 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
- (4) 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 supplier, 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 9.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 the purchase order; 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. 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.

e. 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 on DEFFORM 68 of:

- (1) activity; and
- (2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. 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 Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (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 18.

h. 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.

10. Delivery / Collection

a. The purchase order 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. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- 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 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12. Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13. 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 DEFCON 609 (SC1) 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 13.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.

14. Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15. Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.

e. 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 this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16. 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 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 16.a the dispute shall be referred to arbitration and 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.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal

representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17. Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or 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;
 - (3) has entered 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 it or on its behalf, or to its 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.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. 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 committing the prohibited act;
 - (2) give 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 prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18. Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

19. Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

20. Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - (a) any liquidated damages (to the extent expressly provided for under this Contract);
 - (b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

- (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21. The project specific DEFCONs and DEFCON SC variants that apply to this Contract:

DEFCON 076 (SC1)

DEFCON 76 (SC1) (Edn. 11/22) - Contractor's Personnel At Government Establishments

DEFCON 503 (SC1)

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments to the Contract

DEFCON 531 (SC1)

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 532A (SC1)

DEFCON 532A (Edn. 05/22) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534

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

DEFCON 538

DEFCON 538 (Edn 06/02) – Severability

DEFCON 540

DEFCON 540 (SC1) (Edn 05/23) – Conflicts of Interest

DEFCON 566

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

DEFCON 609 (SC1)

DEFCON 609 (SC1) (Edn. 07/21) - Contractor's Records

DEFCON 646

DEFCON 646 (Edn 10/98) - Law and Jurisdiction (Foreign Suppliers)

DEFCON 658 (SC1)

DEFCON 658 SC1 (Edn 10/22) – Cyber Risk Profile (Very Low)

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

DEFCON 703

DEFCON 703 (Edn 06/21) – Intellectual Property Rights – Vesting in the Authority

DEFCON 707

DEFCON 707 (Edn 10/23) Rights in Technical Data

22. The special conditions that apply to this Contract are:

Payment Terms

- a. Payment will be made in arrears and in accordance with the terms of clause 15 of the Standardised Contracting Terms (SC1A – Edn 10/22).
- b. Payment of valid and undisputed invoices will be within 30 days following acceptance of an updated edition of the BFC ASEMS by the Designated Officer.

Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

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.

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
 - b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

Quality Assurance Conditions

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

No deliverable Quality Plan is required. DEFCON 602B will apply to this contract.

Concessions shall be managed in accordance with Def Stan 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Insurance

1. The Contractor shall, at all times, hold adequate insurance for its obligations under this Contract. This is to include, but not be limited to:

- | | | |
|----|--|---------------|
| a. | Employer's (Compulsory) Liability Insurance: | £5,000,000.00 |
| b. | Public Liability Insurance: | £1,000,000.00 |
| c. | Professional Indemnity Insurance: | £1,000,000.00 |

2. The Contractor shall not subcontract its obligations to provide the Contract Deliverables unless it is satisfied that the Subcontractor holds adequate insurance against liability arising from negligent performance of the Contract Deliverables.

3. The Limitation of Liability cap ([Condition 20](#)) is not eroded or reduced when funds are available under the Required Insurances.

4. The Contractor shall provide to the Authority at the commencement of the Contract and thereafter on the anniversary of the Contract commencement a certified statement of its insurance cover, together with the confirmation from its insurers that the relevant premiums have been paid.

VAT

1. 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.

2. 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.

3. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client 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.

4. 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.

5. 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.

6. 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).

7. 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.

Key Performance Indicators (KPIs)

Key Performance Indicator	Objective	Measurements	Deadline dates	Review period	KPI Target	KPI threshold	KPI fail
Timely Submission Of All Mandatory Documents	Ensure that all mandatory documents required under this contract are provided within agreed timeframes.	Cyber Essentials Certificate	31-Dec-2025	Annual	Within 5 working days of renewal	Within 20 working days of renewal	Provision later than 20 working days
		Employer's Liability Insurance	31-Dec-2025				
		Public Liability Insurance	31-Dec-2025				
		Professional Indemnity Insurance	31-Dec-2025				
Timely Completion of All SECRs	Ensure that all SECR documents are completed with a 60-calendar day timeframe.	Percentage of documents completed on time. Expressed as (vol. of documents completed on or before deadline / volume of documents) x 100	31-Dec-2025	Annual	All documents completed on or before the deadline	All documents provided within 20 Working days of the deadline	Provision later than 20 working days
Timely provision of Legislative Compliance Assessments (LCAs)	Ensure that all LCAs are provided within agreed timescales.	Number of days elapsed after the LCA has been requested.	31-Dec-2025	Annual	LCA provided within 24 weeks of tasking	LCA provided within 30 weeks of tasking	LCA provided later than 30 weeks of tasking

1. Two KPI fails in a single contract year, or two consecutive KPI fails for the same KPI over two consecutive years will be regarded as a Material Breach and the Authority will have the right to terminate the contract under Condition 18 of this contract.

23. The processes that apply to this Contract are:

Tasking process

1. Tasks will be referred to the Contractor by the Designated Officer (DO).
2. Annual Reviews will be held on agreed dates, that have been agreed in advance between the Contractor and the DO. The Annual Review is to be held no later than 15 December every year.
3. LCAs will be requested as required, and there is no obligation on the Authority to request all 5 LCAs during the contract term. LCAs will be requested within a minimum notice period of 12 weeks and will be required within a minimum delivery period of 24 weeks from Authority tasking.

SC1 Contract Schedules

Schedule 1 - Additional Definitions of Contract

Acronym or Term	Definition
ASEMS	Acquisition Safety and Environmental Management System
BFC	British Forces Cyprus
CBF	Commander of British Forces Cyprus
DEFCON	Defence Condition
DEFFORM	Defence Form
ESBA	Eastern Sovereign Base Area
LCA	Legislative Compliance Assessment
MOD	Ministry of Defence
RoC	Republic of Cyprus
SECR	Safety and Environmental Case Report
SEMS	Safety and Environmental Management System
WSBA	Western Sovereign Base Area
UKSC	UK Strategic Command

Schedule 2 - Notification of IPR Restrictions (i.a.w. Clause 7)

DEFFORM 711
(Edn 11/22)

Ministry of Defence

DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

DEFFORM 711 – PART A – Notification of IPR Restrictions

1. <u>Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data</u> <u>Reference Number / Label</u>	4. <u>Unique Article(s)</u> <u>Identification Number / Label</u>	5. <u>Statement</u> <u>Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual</u> <u>Property Rights</u>
1	N/A	N/A	N/A	N/A

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

Nil Return - no hardware or software included in this contract.

Completion Notes: Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry. NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.

Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.
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Completion Notes: Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

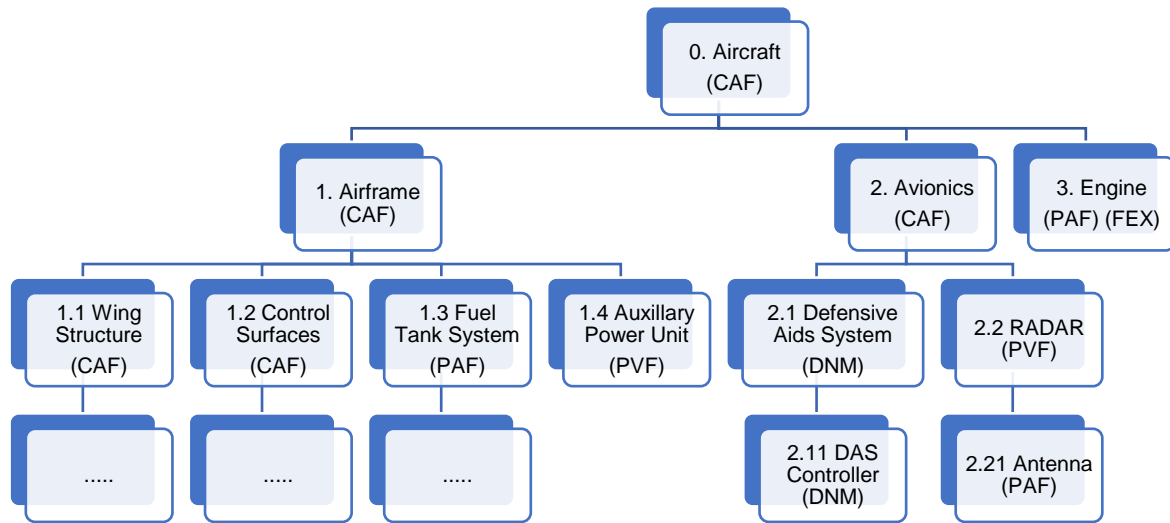
- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

- i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
- ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
- iii. The proposed design is making use of a PAF engine.
- iv. This engine has Foreign Export Control (FEX) applying to items within it.
- v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed "Design Not Mature" (DNM).
- vi. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.

DEFFORM 111
(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [Redacted Under FOIA, Section 40 Personal Information]

Address: C Block, HQ British Forces Cyprus,
Episkopi Station, BFPO 53

Email: [Redacted Under FOIA, Section 40 Personal Information]

☎ Skype: 0044 330 164 1515

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 Under FOIA, Section 40 Personal Information]

Address: HQ BFC, Episkopi Station BFPO 53

Email: [Redacted Under FOIA, Section 40 Personal Information]

9. Consignment Instructions

The items are to be consigned as follows:

N/A

3. Packaging Design Authority

Organisation & point of contact:

N/A

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

N/A

☎ N/A

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

4. (a) Supply / Support Management Branch or Order Manager: [Redacted Under FOIA, Section 40 Personal Information]

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

5. Drawings/Specifications are available from

N/A

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>

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-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

[Redacted Under FOIA, Section 40 Personal Information]

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.

Ministry of Defence**Design Rights and Patents (Sub-Contractor's Agreement)****Notes for Guidance**

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).
 Use a DEFFORM 177 and insert:
 - a.* the date of the Agreement;
 - b.* the sub-contractor's full name;
 - c.* the sub-contractor's registered address;
 - d. paragraph 1 - the full name of the main Contractor;
 - e. paragraph 1 - the Contract number of the main contract;
 - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
 - g.* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these themselves if necessary);
 - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
 - a. the deletion of the legend "DEFFORM 177 (Edn /)";
 - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex to the Contract".
6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

DEFFORM 177

(Edn 06/21)

Ministry of Defence

Design Rights and Patents

(Sub-Contractor's Agreement)

THIS AGREEMENT is made the 7th day of January 2025

BETWEEN CDS SUPPORT LIMITED

whose registered office is at
The Bramery, Alstone Lane, Cheltenham GL51 8HE

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with **CDS Support Limited** (hereinafter called "the main contractor") a contract bearing the reference number **711196451** (hereinafter called "the main contract") for the design and development of **BFC White Fleet Vehicle Acquisition Safety and Environmental Management Systems** the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract they wish to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified its willingness to approve the sub-contract on condition that in consideration of it giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified their willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each

other by the provisions of the Conditions as set out in the Second Schedule hereto.

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of the Sub-Contractor:	[Redacted Under FOIA, Section 40 Personal Information]
in capacity of: Operations Director	
Signed on behalf of The Secretary of State for Defence:	

DEFFORM 177 (Edn 06/21)

THE FIRST SCHEDULE

The Sub-Contract Items are:

No items will be sub-contracted

DEFFORM 177 (Edn 06/21)

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

N/A

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

DEFFORM 177 Narrative

The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority.

Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Annex to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition they shall report the matter to **[Redacted Under FOIA, Section 40 Personal Information]** and await further instructions before placing the subcontract or order.

DEFFORM 539A

Edn 01/22

Supplier's Sensitive Information

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

Contract Ref No: 711196451	
Description of Contractor's Sensitive Information: N/A	
Cross reference to location of Sensitive Information: N/A	
Explanation of Sensitivity: N/A	
Details of potential harm resulting from disclosure: N/A	
Period of Confidence (if Applicable): N/A	
Contact Details for Transparency / Freedom of Information matters:	
Name:	[Redacted Under FOIA, Section 40 Personal Information]
Position:	Compliance Manager
Address:	The Bramery, Alstone Lane, Cheltenham GL5 8HE
Telephone Number:	[Redacted Under FOIA, Section 40 Personal Information]
E-mail Address:	[Redacted Under FOIA, Section 40 Personal Information]

DEFFORM 68

(Edn 09/22)

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

Contract Number: 711196451

Contract Title: Provision of BFC Acquisition Safety and Environmental Management Systems (ASEMS) & White Fleet Safety and Environmental Cases

Contractor: CDS Support Limited

Date of Contract:

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles to be supplied. ☒; or

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Article 33 Communication attached in accordance with either:

DEFCON 68 ☐; or

Condition 9 of Standardised Contract 1A/B Conditions ☐.

Contractor's Signature: [Redacted Under FOIA, Section 40 Personal Information]

Name: [Redacted Under FOIA, Section 40 Personal Information]

Job Title: Operations Director

Date: 7th January 2025

* check box (☒) as appropriate

To be completed by the Authority

DMC: Not applicable

NATO Stock Number: Not applicable

Contact Name: [Redacted Under FOIA, Section 40 Personal Information]

Contact Address: UK Strategic Command – Commercial Branch, C-Block, HQ BFC, Episkopi Station BFPO 53

Contact Phone Number: N/A

Contact Email Address: [Redacted Under FOIA, Section 40 Personal Information]

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol, BS34 8JH
Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk