Terms & Conditions

for

LSL/DC/0135

The Supply of Fitness Trainers

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INTRODUCTION

This Agreement, effective [Insert Date] (the "Effective Date"), is made between Leidos Supply, Limited (registered number 09353172) whose registered office is at 8 Monarch Court, The Brooms, Emersons Green, Bristol, BS16 7FH, United Kingdom (hereinafter known as "Leidos") and [Insert the Commodity Supplier's name and details] (hereinafter known as "The Commodity Supplier"). The goods (hereinafter known as "Commodities") as detailed in the Schedule of Requirements (SOR), along with the Statement of Requirements (StOR), and any appendices thereto will be supplied on a firm price basis in accordance with this Agreement known as Specific Terms and Conditions (below), and any other documents referenced herein.

IT IS AGREED as follows:

In support of a contract between the Secretary of State for Defence (hereinafter referred to as "The Authority") and Leidos Europe, Limited (hereinafter referred to as the "Delivery Partner" or "DP") for the provision of logistics and commodity supply services entered into on 16 April 2015 (contract number: LCS(T)/0001) (the "Prime Contract"), the Commodity Supplier agrees to comply with the following terms and conditions:

SPECIFIC TERMS AND CONDITIONS

1.0 Term

1.1 The term of this Agreement shall commence on the Effective Date and shall continue until the [Insert anniversary] thereof ("Term") subject to earlier termination in accordance with this Agreement All firm prices for delivered items during the term of this Agreement are based on Delivered Duty Paid (DDP)

1.2 Variation of Price (VoP)

(A) During the Years 2, 3 and 4 all of the Articles shall be priced in accordance with the VoP Formula stated in Schedule B - Schedule of Requirements (SOR). Leidos reserves the right to negotiate prices with the Commodity Supplier where the VOP may not be applicable due to market price reduction, economic climate and pandemic situation.

(B) Leidos shall request the Commodity Supplier to submit pricing in accordance with the VOP formula by written notice to the Commodity Supplier on or before 3 months prior to the end of the Year 1 of this Agreement and then on or before 3 months prior to the end of the following years. The Commodity Supplier must submit firm prices for the following year within 1 month of Leidos' written notice.

(C) Where price negotiation is applied in accordance with clause 1.2 (A), it is the responsibility of the Commodity Supplier to provide evidence of price fluctuations and market trends to support prices offered at year 2, 3 and 4; including data on but not limited to;

(i) Fluctuations of the exchange rate affecting this requirement detailing which products specifically have been affected

(ii) Price fluctuations in the market and substantive evidence

(iii) Any appropriate tools used to track price fluctuations within the market, such as any available indices

(iv) Any further information requested by Leidos

2.0 Definitions

2.1 In this Agreement, the definitions set out in Schedule 1 to Terms and Conditions - Definitions shall apply.

3.0 Order of Precedence

3.1 The documents listed below are hereby incorporated by reference to this Agreement. In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following decreasing order:

1. The terms and conditions specified in any Purchase Order
2. Specific Terms and Conditions
3. Schedule B - Schedule of Requirements (SOR)
4. Schedule C - Statement of Requirements (StOR)
5. Schedule 1 to Terms and Conditions - Definitions
6. Schedule 2 to Terms and Conditions - Specified MI
7. Schedule 3 Not Used
8. Schedule 4 to Terms and Conditions – Security

8.1 Schedule 4 to Terms and Conditions, Appendix 1 - Security Aspect Letter

9. Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations

10. Schedule 6 Not Used

11. Schedule 7 Not Used

12. Schedule 8 to Terms and Conditions - Amendment to Agreement Form

13. Schedule 9 to Terms and Conditions - Codification Requirements

14. Schedule 10 Not Used

4.0 Indefinite Delivery/Indefinite Quantity and Purchase Orders

4.1 The Commodity Supplier shall perform only as authorised by written Purchase Orders ("Purchase Orders"). No supplies or services shall be furnished under this Agreement except to the extent ordered by Leidos in the form of an issued Purchase Order referencing this Agreement

4.2 Exclusivity of supply is neither implied nor intended and Leidos is free to purchase the same or similar Commodities from sources other than the Commodity Supplier. There is no guarantee that Leidos will issue any Purchase Orders, nor is there any limit on the number of Purchase Orders that Leidos may issue up to the Maximum purchase order value. The minimum value of this Agreement is the value of the initial or first Purchase Order issued hereunder.

4.3 Purchase Orders shall be deemed issued for purposes of this Agreement at the time the Order is executed by Leidos and is acknowledged by the Commodity Supplier through the Supplier Information Portal (SIP). In the event that the Commodity Supplier does not acknowledge the Purchase Order within 3 working days, the Purchase Order will be deemed to be accepted. In any event the delivery period must not exceed the delivery lead time stated in the StOR/SOR. All Purchase Orders issued hereunder are subject to the terms and conditions of this Agreement but the terms and conditions of any Order shall take precedence in the event of any conflict with the terms and conditions of this Agreement in accordance with Condition 3 (Order of Preference).

4.4 Any Order issued but not completed during the Term of this Agreement shall be completed by the Commodity Supplier within the time specified in the Order to the same extent as if the Order were completed during the Term. This Agreement shall govern the Parties' rights and obligations with respect to that Order to the same

The following information, at a minimum, shall be specified in each Order, as applicable:

(1) Date of Order

(2) This Agreement/Contract Number

(3) Purchase Order number

(4) TL Reference Number

(5) Commodities/Supplies/Part Number/NSN to be supplied under the Order

(6) Quantity of the item(s) ordered

(7) Firm unit price DDP (excluding VAT) per item ordered and/or firm price for any service authorized in the Order

(8) Required delivery date(s)

(9) Place of delivery, or in the case of services, location tobe performed

(10) Firm total price of the Order

(11) Priority code (SPC) if applicable

4.5 Leidos may amend or cancel an Order in whole or in part at any time before delivery in the manner prescribed in Condition 24 (Changes) of this Agreement.

4.6 In the event a Purchase Order is not issued within six (6) months of the effective date of this Agreement, Leidos will place a Purchase Order to the value of One Pound (£1.00) as consideration to the Agreement.

5.0 Maximum Purchase Order Value

5.1 The aggregate limit of all Purchase Orders that Leidos may issue under this Agreement is [Insert £ Amount] ("Total Purchase Order Value"). The Total Purchase Order Value is the estimated aggregate value of all Purchase Orders that could be issued under this Agreement. Individual Purchase Orders will contain a firm funded value, and Leidos shall have no obligation to compensate The Commodity Supplier for any amount exceeding the firm funded value in a specific Purchase Order or that exceed the aggregate Total Purchase Order Value. Leidos is not obligated to pay for quantities delivered or accepted that exceed the Purchase Order quantity.

5.2 The Schedule of Requirements (SOR), together with the Statement of Requirements (StOR), and any appendices thereto detail the Commodities covered under this Agreement. As a minimum, the SOR and StOR detail the item, its technical requirements, the pricing, estimated total quantities, line item extended value, delivery lead time and other information specific to the Commodities covered.

6.0 Limits of Liability

6.1 Notwithstanding any other provisions of this Agreement, neither Party limits nor shall limit its liability to the other Party in any way for:

(A) death or personal injury caused by its negligence, or in the case of the Commodity Supplier, that of The Commodity Supplier Personnel;

(B) fraud or fraudulent misrepresentation by it or, in the case of the Commodity Supplier, that of The Commodity Supplier Personnel; or

(C) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

6.2 Subject to clause 6.1, the total aggregate liability of the Commodity Supplier and The Commodity Supplier Related Parties (excluding Guarantors in their capacity as Guarantors) to Leidos, howsoever arising, including in respect of all indemnities, claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement, other than clause 49.5 (Data Protection) shall in no event exceed an amount equivalent to [insert value] (this is the annualised value of the Maximum Purchase Order Value as stated in Condition 5.0).

6.3 Subject to clause 6.1, the total aggregate liability of Leidos to the Commodity Supplier, howsoever arising, including in respect of all indemnities, claims, losses or damages, whether arising from

tort (including negligence), breach of contract or otherwise under or in connection with this Agreement shall in no event exceed an amount equivalent to the lesser of:

(A) the Total Purchase Order Value; or

(B) the value of all Purchase Orders issued in accordance with this Agreement during the twelve (12) months preceding the date that the relevant liability arose.

7.0 Invoices

7.1 Invoices shall be submitted by the Commodity Supplier to Leidos upon delivery of the Commodities (or upon acceptance for services) and shall contain the following information:

(A) Leidos as the billed to name and address
(B) The Commodity Supplier's name and remit-to address
(C) Unique invoice number
(D) Invoice date
(E) This Agreement number
(F) The Purchase Order number
(G) The item number/part number/description
(H) Unit pricing
(I) Quantity
(J) Extended line item total
(K) Total amount billed for the specific invoice
(L) VAT
(M) Whether delivery is included in the price
(N) Due date for payment (to be calculated in accordance with clause 8 (Payment))

7.2 Unless otherwise specified by Leidos on the face of the Order, invoices will be submitted electronically to Leidos for the attention of LSLPurchaseLedger@leidos.com or such other email address specified on the face of the Order. One invoice shall be submitted per email and the email's subject line must be in the following format: The Commodity Supplier name/this Agreement #/The Order number/Unique Invoice #.

7.3 Invoices may only be submitted after delivery/performance by the Commodity Supplier. The Commodity Supplier must provide prior to, or attach to the invoice, the proof of delivery (POD) to substantiate the validity of an invoice. The POD will be submitted electronically for the attention of LSLPurchaseLedger@leidos.com. Leidos will verify order, POD & invoice documentation prior to processing The Commodity Supplier's invoice. The POD shall contain:

(A) Leidos Purchase Order Number

(B) Quantity

(C) Delivery address

(D) Date

(E) NSN (where applicable)

(F) Receiver’s Signature or Receivers stamp

7.4 The Commodity Supplier shall maintain accurate records regarding all invoicing activity associated with this Agreement, including invoice number, amount billed, and total amount billed against this Agreement. Leidos may require invoice summary information from the Commodity Supplier during the life of this Agreement.

8.0 Payment

8.1 Payment terms are net thirty (30) days after acceptance of the delivered Commodities or performance of the services and receipt of a valid invoice submitted to Leidos in accordance with Clause 7.2. Payment will be processed following the receipt of a proper invoice and POD as detailed in Condition 7.0 (Invoices). Leidos reserves the right to reject the invoice in the event that Condition 7.0 is not adhered to Leidos may offset any payment due hereunder against any amount owed to Leidos by The Commodity Supplier under this Agreement or otherwise.

8.2 Except where the Commodity Supplier agrees to accept credit card payment from Leidos, Leidos shall make payment of all amounts due in accordance with the terms and conditions of this Agreement by means of the Bankers Automated Clearing Service (BACS). Leidos shall not be in breach of these terms and conditions, or suffer any loss of discount or other penalty, with respect to a BACS funds transfer that was initiated properly and timely by Leidos to the extent its completion is delayed because of failure or delay by the BACS funds transfer system, the operation of a BACS funds transfer system rule which could not be anticipated by Leidos, or rejection by the Commodity Supplier's bank.

8.3 Currency

(A) All prices set forth in this Agreement (including in respect of any Commodities ordered hereunder) and all payments due from either Party to the other hereunder shall be made in Pounds Sterling (GBP) unless otherwise agreed in writing and as stated on the Purchase Order.

8.4 Taxes and Duties

(A) The Commodity Supplier shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Commodity Supplier or its employees in carrying out its obligations under this Agreement ("Taxes and Duties").

(B) In the event that Leidos is required by the tax authorities to pay on behalf of the Commodity Supplier and/or the Commodity Supplier's employees, any of the abovementioned Taxes and Duties, Leidos shall not pay without first informing the Commodity Supplier of the requirement by the tax authorities. Unless the Commodity Supplier satisfies the tax authorities, within thirty (30) days of being notified by Leidos of the tax authorities' requirements, that such Taxes and Duties are not payable by Leidos, Leidos shall have the right to pay such Taxes and Duties if so required by the tax authorities and to deduct any such payments from any sums due to the Commodity Supplier under this Agreement. If there are no such sums due from Leidos to the Commodity Supplier, Leidos shall have the right to recover such amounts from the Commodity Supplier on demand.

9.0 Right of Audit

9.1 Subject to any statutory requirement and Clause 9.2, the Commodity Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Agreement.

9.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of six (6) years from the date of expiry or earlier termination of this Agreement.

9.3 Leidos shall have the right to audit the Commodity Supplier’s compliance with this Agreement. The Commodity Supplier shall permit or procure permission for Leidos or its authorised representative during normal business hours having given advance written notice of no less than five (5) s, access to any premises and facilities, books and records reasonably required to audit the Commodity Supplier’s compliance with its obligations under this Agreement.

9.4 Should the Commodity Supplier subcontract any of its obligations under this Agreement, Leidos shall have the right to audit and inspect such third party. The Commodity Supplier shall procure permission for Leidos or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Commodity Supplier's obligations under this Agreement that are subcontracted to such third party. The Commodity Supplier shall cooperate with such audit and inspection and accompany Leidos or its authorised representative if requested.

9.5 The Commodity Supplier shall grant to Leidos or its authorised representative, such access to those records as they may reasonably require in order to check the Commodity Supplier's compliance with this Agreement for the purposes of:

9.5.1 the examination and certification of Leidos's accounts; or

9.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which Leidos has used its resources.

9.6 Nothing in this Agreement shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Commodity Supplier for the purposes of and pursuant to the National Audit Act 1983, the Government Resources and Accounts Act 2000, the Exchequer and Audit Act 1921 (each as amended or replaced from time to time) and/or any other applicable Laws.

9.7 The Commodity Supplier shall provide reasonable cooperation to Leidos, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Agreement.

9.8 The Commodity Supplier shall provide all reasonable information as may be reasonably requested by Leidos to evidence the Commodity Supplier's compliance with the requirements of this Agreement.

10.0 Notices

10.1 The following authorised representatives are hereby designated for this Agreement:

THE COMMODITY SUPPLIER:		**Leidos:**	
COMMODITY SUPPLIER REPRESENTATIVE	_____	SENIOR COMMERCIAL MANAGER:	_____
PHONE:	_____	PHONE	_____
EMAIL:	_____	EMAIL:	_____

10.2 All notices or other written communication required or permitted to be given to the Commodity Supplier under any provision of this Agreement shall be in writing and shall be sufficiently served if:-

(A) sent by post to the Commodity Supplier's registered office address; or

(B) sent by email to the email address set out above or such other email address provided by the Commodity Supplier to Leidos for the communication of notices hereunder.

10.3 All notices or other written communication required or permitted to be given to Leidos under any provision of this Agreement shall be in writing and shall be sufficiently served if:

(A) sent by post to Leidos' registered office address (as set out in the Introduction to this Agreement) or to such other postal address as may be specified on the face of a Purchase Order; or

(B) sent by email to the email address set out above or to such other email address as may be specified on the face of a Purchase Order.

10.4 All notices or other written communications in connection with this Agreement shall be sent for the attention of the receiving Party's above-identified Commercial Representative. Individual Purchase Orders may specify other point of contacts which shall take precedence over this clause.

11.0 Warranty

11.1 The Commodity Supplier warrants that:

(A) the services provided under this Agreement shall be performed with that degree of skill and judgement normally exercised by recognised professional firms performing services of the same or substantially similar nature; and

(B) any Commodities delivered under this Agreement will

(1) be new, unless otherwise specified;

(2) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);

(3) comply with all statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage and handling of the Commodities; and

(4) if the Commodity Supplier knows or has reason to know the particular purpose for which Leidos intends to use the Commodities, the Commodities shall be fit for such particular purpose. The Commodity Supplier further warrants that all goods (including the Commodities) and any services provided under this Agreement will conform to the Schedule of Requirements, the Statement of Requirements and any other applicable specifications, drawings, and industry standards of quality and performance. In the event of any breach of the foregoing warranties, The Commodity Supplier shall, at its own expense, at Leidos', the DP's and/or the Authority's election either:

(a) re-perform the non-conforming services and/or correct the non-conforming goods to conform to this standard and Leidos reserves the right to request a rectification plan to be provided by the Commodity Supplier within 10 Business days of request; or

(b) refund to Leidos that portion of the amounts received by The Commodity Supplier attributable to the non-conforming services and/or goods. All warranties of The Commodity Supplier shall inure to the benefit of Leidos, the DP and the Authority. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Leidos.

12.0 Inspection

12.1 All Commodities purchased hereunder may be subject to inspection and test by Leidos at all reasonable times and places, whether during or after manufacture, and notwithstanding the terms of delivery or payment, or that title has not yet passed to Leidos or its customers, and in any event, prior to final acceptance. No inspection made prior to final acceptance shall relieve the Commodity Supplier from responsibility for defects or other failure to meet the requirements of this Agreement. In the event the Commodities are not in accordance with Leidos' specifications and instructions or any other warranties set out in clause 11 (Warranty) above, Leidos may

(without prejudice and in addition to its rights in respect of a breach of warranty as set out in clause 11 (Warranty) above) take one or more of the following actions:

(A) reject the Commodities (in whole or in part) and notify the Commodity Supplier to arrange collection in a timely manner at the Commodity Supplier's risk and expense;
(B) require the Commodity Supplier to repair or replace the rejected goods at the Commodity Supplier's sole expense, and Leidos shall have the right to conduct further inspections and tests after the Commodity Supplier has carried out any remedial action required by Leidos. Leidos reserves the right to request a rectification plan to be provided by the Commodity Supplier within 10 Business days of request. Leidos' approval of designs furnished by The Commodity Supplier shall not relieve The Commodity Supplier of its obligations hereunder.
(C) direct expedited routing of items, with any difference in cost caused by such change to be paid by The Commodity Supplier;
(D) terminate the Purchase Order by notice to the Commodity Supplier as to stated items not yet dispatched; and/or
(E) purchase substitute items elsewhere and charge to The Commodity Supplier's account all costs, expenses, damages and losses incurred;

13.0 Quality

13.1 The Commodity Supplier shall submit the Deliverable Quality Plan as defined in ISO 9001:2015 or later to Leidos within 30 days of Agreement Effective date in accordance with this Agreement.

13.2 When agreed by Leidos, the Deliverable Quality Plan shall be incorporated into the Agreement. Notwithstanding that the Deliverable Quality Plan will have been seen and agreed by Leidos, the Commodity Supplier shall be solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan

13.3 The Commodity Supplier shall provide a Certificate of Conformity (CofC) in accordance with the Schedule of Requirements and any applicable Quality Plan. One copy of the CofC shall be sent to the Leidos representative specified in Box 1 of the Appendix to Contract - Addresses and Contact Details upon delivery and one copy shall be provided with the Commodities or to the recipient of the service. The CofC shall be considered by the Commodity Supplier as a record.

The information provided on the CofC shall include:

(A) The Commodity Supplier name and address

(B) The Commodity Supplier unique CofC reference number

(C) Agreement number and where applicable Agreement amendment number

(D) Details of any approved concessions

(E) Acquirer name and organisation

(F) Delivery address

(G) Agreement item number from Schedule of Requirements

(H) Description of commodities or service including part number, Specification and Configuration Status;

(I) Identification marks, batch and serial number(s) in accordance with the Specification

(J) Quantities

(K) Signed and dated statement by the Commodity Supplier that Commodities or Services provided comply with the requirements of the Agreement and approved concessions

(L) Exceptions or additions to the above are to be documented.

13.4 Where the Schedule of Requirements and any applicable Deliverable Quality Plan requires demonstration of traceability and design provenance through the supply chain, the Commodity Supplier shall include in any relevant Lower-Tier Subcontract the requirement for the information called for in Clause13.3 (a-l) above. The Commodity Supplier shall ensure that this information is available to Leidos through the supply chain upon request.

13.5 NATO Quality Assurance Requirements (Production)
For the purposes of the Agreement ISO 9001:2015.

13.6 Health & Safety and Environmental Standards
For the purposes of the Agreement OHSAS 18001 and ISO 14001 (Latest published versions) shall apply

13.7 Quality Assurance Representative
All reference to the Quality Assurance Representative (QAR) in documents which form part of this Agreement shall be read as referring to the Leidos representative specified in Box 4 of the Appendix to Contract - Addresses and Contact Details

14.0 Indemnification

14.1 The Commodity Supplier shall indemnify, defend and hold Leidos harmless from and against any and all damages, losses, liabilities and expenses (including reasonable Legal fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from The Commodity Supplier's (or any of its Lower Tier subcontractors, suppliers, employees, agents or representatives):

(A) intentional misconduct or fraud;

(B) Breach of the confidentiality or disclosure provisions herein; or

(C) Violation of any Law or regulation. Notwithstanding the foregoing, The Commodity Supplier's obligations under this clause shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the negligence or wilful misconduct of Leidos.

14.2 Leidos shall promptly notify The Commodity Supplier of any claim that is covered by this indemnification provision and shall authorise representatives of The Commodity Supplier to settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

14.3 The Commodity Supplier shall indemnify, defend and hold Leidos, the DP and the Authority, as well as their respective officers, directors, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any liability resulting from the Commodities or services, or any part thereof, furnished under this Agreement or any Lower Tier Subcontract, or the use (including resale) thereof, constituting an infringement of any patent, trademark, trade secret, copyright or other property right, and The Commodity Supplier shall pay all damages and costs awarded against and reasonable expenses incurred by the Indemnified Parties in connection with such liability, including reasonable legal fees. In the event such Commodities or services or use thereof are enjoined in whole or in part, The Commodity Supplier shall at its expense and Leidos', the DP's or the he Authority's option undertake one of the following:

(A) obtain for Leidos, the DP and the Authority the right to continue the use of such Commodities or services;

(B) in a manner acceptable to Leidos, the DP and the Authority, substitute equivalent Commodities or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or

(C) refund to Leidos an amount equal to the purchase price for such Commodities or services plus any reasonable excess costs or expenses incurred in obtaining substitute Commodities or services from another source.

15.0 Insurance

15.1 Without prejudice to Commodity Supplier's liability to indemnify Leidos as stated in any indemnification provision contained herein, the Commodity Supplier shall procure at its own expense and maintain for the duration of its obligations under this Agreement, and ensure that any of its Lower Tier Subcontractors used in connection with the provision of goods under this Agreement procure and maintain, the insurance policies required below.

(a) In accordance with subclause (b) below, upon Leidos' request, the Commodity Supplier shall provide satisfactory written evidence that the Commodity Supplier's Insurances are current and in effect and all premiums have been paid. The Commodity Supplier shall notify Leidos as soon as reasonably practicable following any notice of cancellation, material change, lapse, non-renewal or modification of any the Commodity Supplier's Insurances. The required coverages and their limits listed below in no way lessen nor affect the Commodity Supplier's other obligations or liabilities set forth herein.

(b) the Commodity Supplier agrees to purchase and maintain at its own expense the following insurance coverages with the minimum limits as stated:

(i) Employers' Liability Insurance in an amount no less than five million pounds sterling (£5,000,000) per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favour of Leidos.

(ii) Third Party Liability insurance providing coverage for the Commodity Supplier's legal liability arising from bodily injury, death, and/or property damage with a limit of indemnity of not less than ten million pounds sterling (£10,000,000) for each and every occurrence (which may also be in the annual aggregate for products liability and pollution liability). The Third Party Liability insurance shall include an indemnity to principals clause and a waiver of subrogation obtained from the carrier in favour of Leidos.

(iii) Professional Indemnity insurance if the Commodity Supplier is performing any professional services under this Agreement, coverage for damages (including financial loss) caused by any acts, errors and omissions arising out of the Commodsity Supplier's performance of professional services with limits of not less than five million pounds sterling (£5,000,000) per claim and in the annual aggregate.

(iv) Such other insurance as may be required by law.

The coverages above shall:

a) provide not less than thirty (30) days' notice prior to any cancellation or restrictive modification of the policies;
b) be primary and non-contributing with respect to any other insurance that may be maintained by Leidos and notwithstanding any provision contained herein, the Commodity Supplier, and its employees, agents, representatives, consultants, Lower Tier Subcontractors and suppliers, are not insured by Leidos, and are not covered under any policy of insurance that Leidos has obtained or has in place;
c) placed and maintained with reputable insurers and reinsurers which, in each case, have a long term unsecured debt rating of at least A3 by Moody's or A- from Standard & Poor's or Fitch; and
d) shall provide that the relevant insurers waive any rights of subrogation howsoever arising which they may have or may acquire against Leidos.

15.2 Any self-insured retentions, deductibles, losses or damages in excess of the insured limits and exclusions in coverage in the policies required under this clause shall be assumed by, for the account of, and at the sole risk of the Commodity Supplier. In no event shall the liability of the Commodity Supplier or any Lower Tier Subcontractors be limited to the extent of any insurance or the minimum limits required herein.

15.3 Prior to commencement of any work, and within fifteen (15) days of any policy renewal that occurs while any work is on-going under this Agreement, the Commodity Supplier shall provide Leidos evidence of the insurance coverage required above, including evidence of all requirements herein. Failure of Leidos to demand such evidence or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of the Commodity Supplier's or its Lower Tier Subcontractors', obligations to maintain the above insurance coverages.

16.0 Leidos Furnished Items and Intellectual Property

16.1 All items furnished, loaned or bailed by Leidos to the Commodity Supplier hereunder, or purchased, or otherwise acquired by The Commodity Supplier for the performance of and specifically charged to Leidos under this Agreement (collectively, the "Items"), are the property of Leidos (or, as directed by Leidos pursuant to the terms of the Prime Contract, the Authority). Upon completion, expiration or termination of this Agreement, The Commodity Supplier shall return all Items in good condition (reasonable wear only accepted) together with all spoiled and surplus Items to Leidos. In lieu of the return of Items to Leidos, the Commodity Supplier shall make such other disposal of all Items as directed in writing by Leidos. The Commodity Supplier agrees to replace, at its expense, all such Items not returned in accordance with this clause or returned in other than good condition. The Commodity Supplier shall not charge Leidos for any storage, maintenance return or disposal of any Items. Except as provided for in any flow down clauses (listed in clause 18.2), the Commodity Supplier shall bear all risk of loss for all Items in The Commodity Supplier's possession or for which The Commodity Supplier is responsible. The Commodity Supplier also agrees to use any designs, data or other things contained or embodied in Items provided to or utilised by the Commodity Supplier under this Agreement in accordance with any restrictive legends placed on such Items by Leidos, the DP, the Authority or any third party. If Leidos furnishes any material (including but not limited to any computer software or other data) for fabrication pursuant to this Agreement, The Commodity Supplier agrees: (i) not to substitute any other material for such fabrication without Leidos' prior written consent and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

16.2 Patents and Data

(A) If any experimental, developmental or research work is performed hereunder, The Commodity Supplier agrees to and hereby does grant to Leidos an irrevocable, non-exclusive, fully transferable, royalty-free license to make, have made, use and sell any invention, improvement or discovery (whether or not patentable) that The Commodity Supplier conceives or first actually reduces to practice in the performance of this Agreement.

(B) The Commodity Supplier agrees to and hereby does grant to Leidos an irrevocable, non-exclusive, fully transferable, royalty-free license to reproduce, translate, publish, use and disclose, and to authorise others to do so, for any purpose: (i) any copyrighted or copyrightable material delivered or incorporated into any deliverable hereunder; and (ii) all or any part of any deliverable hereunder, including without limitation, any reports, drawings, blueprints, data, software and technical information.

17.0 Disclosure

17.1 During the Term of this Agreement and for a period of three (3) years after the completion of the last Purchase Order issued hereunder, The Commodity Supplier shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is required by Law or necessary for the performance of this Agreement. No news releases, public announcement, use of Leidos' or the Authority's name or logo in any form, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of Leidos

18.0 Subcontracting

18.1 In respect of each subcontract entered into for the provision of Commodities under this Agreement (hereinafter known as "Lower-Tier Subcontract"), the Commodity Supplier shall, due to the importance of:

(A) cost visibility and Leidos', the DP's and the Authority's ability to monitor cost, profit and performance throughout the supply chain for the Project;

(B) Leidos', the DP's and The Authority's ability to ensure that they can discharge all of their respective functions on an ongoing basis; and

(C) achieving and demonstrating value for money in the provision of the Commodities,

ensure that each provision identified in clause 18.2, or a provision having equivalent effect, is incorporated into such Lower-Tier Subcontract except to the extent that due to:

(D) the nature of the Lower-Tier Subcontract being entered into;

(E) the identity of the proposed parties under such Lower-Tier Subcontract;

(F) the nature of the Commodities to be procured under such Lower-Tier Subcontract;

(G) custom and practice in the relevant industry;

(H) the extent to which the relevant Commodities are customarily procured on the basis of standard terms and conditions in the relevant industry; or

(I) the extent of the procuring entity's ability to require bespoke terms and conditions for such Lower-Tier Subcontract,

(J) it is not reasonably practicable to do so or to do so would lead to unreasonable additional cost that would not represent value for money.

18.2 The provisions referred to in clause 18.1 are:

(A) clause 9 (Right of Audit);

(B) clause 21 (Delivery, vesting and liens);

(C) clause 29 (Monitoring);

(D) clause 30 (Management Information);

(E) clause 31 (Specified MI);

(F) clause 34 (Change of Control and National Interest);

(G) clause 45 (Transparency);

(H) clause 46 (Import Licences);

(I) clause 47(Provision of Specified Information for the Item Codification);

(J) clause 48 (Security);

(K) clause 49 (Data Protection);

(L) clause 50 (The Authority Data);

(M) clause 51 (Confidentiality);

(N) Schedule 1 to Terms and Conditions – Definitions;

(O) Schedule 2 to Terms and Conditions - Specified MI;

(P) Schedule 3 Not Used;

(Q) Schedule 4 to Terms and Conditions – Security;

(R) Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations;

(S) Schedule 6 Not Used;

(T) Schedule 7 Not Used

18.3 To the extent required by paragraph 2 (Subcontracts) of Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations, the Commodity Supplier shall ensure that the terms set out in Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations are incorporated into each Lower-Tier Subcontract in accordance with paragraph 2 (Subcontracts) of Schedule 5 to Terms and Conditions - Commodity Suppliers on Deployed Military Operations.

18.4 Save where expressly agreed otherwise by Leidos in writing, the Commodity Supplier shall ensure that each Lower-Tier Subcontract includes provisions obliging:

(A) Lower-Tier Subcontractor to immediately notify the Commodity Supplier and Leidos if it becomes aware of any allegation of non-compliance with any Law under the relevant Lower-Tier Subcontract; and

(B) the Commodity Supplier to pay any undisputed sums due to the relevant Lower-Tier Subcontractor (or procure that they are paid) within a specified period that does not exceed thirty (30) days from the date the Lower-Tier Subcontractor's invoice becomes payable under the Lower-Tier Subcontract.

(C) Lower Tier Subcontractor to immediately notify the Commodity Supplier & Leidos of any transfer of requirement or change in Lower Tier Subcontract

18.5 The Commodity Supplier acknowledges and agrees that:

(A) where the Authority exercises a right under the Prime Contract to transfer ownership of Leidos from DP to either itself or a replacement contractor (the "Leidos Handover"):

(1) any services provided to Leidos can be disaggregated from any services provided to DP, so that after the Leidos Handover, Leidos will continue to be provided with the same services by the Commodity Supplier or relevant Lower-Tier Subcontractor on the same terms and conditions as before;

(2) no Lower-Tier Subcontractor has any claim against Leidos, the DP, the Authority or a replacement contractor for any loss or additional costs or expenses resulting from the termination of the Leidos Subcontract or the Leidos Handover; and

(3) no Lower-Tier Subcontractor has any right to terminate a Lower-Tier Subcontract as a result of the termination of the Leidos Subcontract or the Leidos Handover; and

(B) it shall have no right to any claim, relief from obligations or to terminate any Lower-Tier Subcontract due to any failure by Leidos to perform any of its agreements with its subcontractors.

18.6 Leidos shall have the right to terminate this Agreement or to require the Commodity Supplier to terminate, or procure the termination of any Lower-Tier Subcontract:

(A) for reasons of security and/or national security, including in connection with any failure by the Commodity Supplier or Lower-Tier Subcontractor to perform its obligations under Condition 48 (Security) and Schedule 4 to Terms and Conditions - Security;

(B) where the acts or omissions of a Lower-Tier Subcontractor (if they were acts or omissions of the Commodity Supplier) would entitle Leidos to terminate this Agreement;

(C) where there has been any fraud by the Commodity Supplier or Lower-Tier Subcontractor; or

(D) where the conduct of the Commodity Supplier or Lower-Tier Subcontractor exposes, or is reasonably likely to expose Leidos, the DP or the Authority to any material claim.

18.7 Leidos shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to clause 18.6, except in respect of termination further to clause 18.6(A) (in circumstances where the termination of this Agreement or a Lower-Tier Subcontract is not as a result of the Commodity Supplier's compliance with, or failure to comply with, its obligations under Condition 48 (Security) and Schedule 4 to Terms and Conditions – Security) in which case it shall pay The Commodity Supplier Breakage Costs to the Commodity Supplier.

18.8 The Commodity Supplier shall remain responsible for the provision of all of the Commodities in accordance with the terms of this Agreement, an all acts and omissions of its Lower-Tier Subcontractors and the acts and omissions of those employed or engaged by its Lower-Tier Subcontractors as if they were its own, and shall not be entitled to claim any relief from its obligations under this Agreement on the grounds of any failure of performance by a Lower-Tier Subcontractor, or any Lower-Tier Subcontract expiring, being terminated or ceasing to be in full force and effect for any reason, save as expressly provided in this Agreement. No term in any Lower-Tier Subcontract or the absence of any Lower-Tier Subcontract arrangement shall prevent or restrict the operation of any term set out in this Agreement.

18.9 Leidos may at any time request the Commodity Supplier to provide it with a copy of any Lower-Tier Subcontract or proposed Lower-Tier Subcontract and the Commodity Supplier shall promptly comply with any such request.

18.10 The Commodity Supplier shall ensure that all such notices, directions, requirements and decisions are given or made as may be necessary to bring the provisions relating to secrecy and security which are included in Lower-Tier Subcontracts under clause 18.8 into operation in such cases and to such extent as Leidos may direct.

18.11 Nothing in this Condition 18 shall be construed as intended to prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any Law, the duty of that person to give that information or do that thing.

19.0 Compliance with Law

General

19.1 The Commodity Supplier shall perform its obligations under this Agreement and shall ensure that all operations or activities carried out by the Commodity Supplier and any Lower-Tier Subcontractors in connection with this Agreement comply at all times with:

(A) all Law in force from time to time, whether local, national or supranational, and in particular (without limitation) the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982;

(B) the International Traffic in Arms Regulations (or any similar US Government law or regulation);

(C) all applicable industry codes of good conduct and practice; and

(D) any instructions of any relevant regulatory body or organisation whether or not having the force of Law (including those relating to health and safety at work, public safety and environmental matters. This includes adherence to current legislation for the provision of; but not limited to Supply of Data for Hazardous Article, Materials & Substances; Use of Asbestos; Timber and Wood – Derived Products so as to ensure that Leidos is not at any time through any action or inaction of the Commodity Supplier placed in breach of any Law or its contractual obligations towards third parties.

19.2 The Commodity Supplier shall immediately notify Leidos if it becomes aware of any allegation of non-compliance with any Law by itself or any Lower-Tier Subcontractor in relation to this Agreement.

Anti-Bribery

19.3 Without prejudice to any other provision of this Agreement, the Commodity Supplier shall ensure that it, and any Lower-Tier Subcontractors shall:

(A) comply with all applicable Law relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

(B) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct were carried out in the UK;

(C) comply with industry standards related to fraud, theft, bribery, corruption, irregularity and waste ("Relevant Policy");

(D) have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and clause 19.3(A), and will enforce them where appropriate;

(E) promptly report to Leidos any request or demand for any undue financial or other advantage of any kind received by the Commodity Supplier or any Lower-Tier Subcontractor in connection with the performance of this Agreement of which the Commodity Supplier is, or ought reasonably to be, aware;

(F) immediately notify Leidos in writing if a foreign public official becomes an officer or employee of the Commodity Supplier or acquires a direct or indirect interest in the Commodity Supplier and the Commodity Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement.

19.4 The Commodity Supplier shall ensure that any Lower-Tier Subcontractor or the Commodity Supplier Related Party who is performing services or supplying Commodities in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Commodity Supplier in this Condition 19 ("Relevant Terms"). The Commodity Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Leidos for any breach by such persons of any of the Relevant Terms.

19.5 For the purpose of this Condition 19, the meaning of "adequate procedures" and "foreign public official" and whether a person is associated with another person shall be determined in accordance with section 7 of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

Ending Human Trafficking and Modern Slavery

19.6 As required by the Modern Slavery Act 2015 and such other Laws, regulations and/or guidance relating to human trafficking and slavery offences whether applicable in the United Kingdom or any other jurisdiction which the Commodity Supplier may be subject to from time to time, the Commodity Supplier shall not, and shall ensure that its Lower-Tier Subcontractors shall not, engage in any activity, practice or conduct which would constitute (without limitation): (i) an offence of slavery, servitude, forced or compulsory labour or human trafficking; (ii) a traffic in prostitution offence; (iii) a trafficking for exploitation offence; or (iv) the procurement of any commercial sex acts.

19.7 In addition to the obligations set out in clause 19.6, the Commodity Supplier shall not, and shall ensure that its Lower-Tier Subcontractors shall not: (i) destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity documents, such as passports or driver's licenses; (ii) use misleading or fraudulent recruitment practices during the recruitment of employees, or fail to disclose information about the key terms and conditions of employment, including wages and fringe benefits, the location of work, living conditions and housing (if housing is provided or arranged), any significant costs to be charged to the employee, and if applicable, the hazardous nature of the work; (iii) use recruiters that do not comply with local labour laws; (iv) charge recruitment fees to employees; (v) fail to provide or reimburse return transportation costs upon the end of employment for non-national employees brought into a country for the purpose of carrying out any work in connection with this Agreement; (vi) provide or arrange

housing that fails to meet the host country housing and safety standards; and (vii) fail to provide a written agreement if required by Law or contract, in the employee's native language at least five (5) days before the employee parts from his or her country of origin.

19.8 The Commodity Supplier shall have and shall maintain in place throughout the Term its own policies and procedures to protect against human trafficking and modern slavery offences taking place within its business or supply chain, including adequate procedures under the Modern Slavery Act 2015 to ensure compliance with clauses 19.6 and 19.7, and will enforce them where appropriate.

19.9 The Commodity Supplier shall immediately report suspected violations of the requirements set out in clauses 19.6 and 19.7 to the Leidos Ethics Hotline UK found in the following link:https://www.leidos.com/company/ethics-and-compliance

. Incidents of suspected human trafficking activity may also be made to the Global Human Trafficking Hotline at 1-844-888-FREE and help@befree.org.

Evidence of Compliance and Leidos' Right to Terminate

19.10 Upon request, the Commodity Supplier shall provide information to Leidos demonstrating the measures it has taken to comply with the requirements of this Condition 19 including, where applicable, a compliance plan and any corrective actions implemented as a result of any violations of these requirements.

19.11 The Commodity Supplier shall, on 31 March annually, certify to Leidos in writing signed by an officer of the Commodity Supplier compliance with this Condition 19.

19.12 For the avoidance of doubt, breach by the Commodity Supplier or any Lower-Tier Subcontractors of any of the provisions under this Condition 19 shall be considered a Prohibited Act for which Leidos shall be entitled to terminate this Agreement in accordance with clause 25.2 (Termination for Prohibited Acts).

20.0 Counterfeit Products

20.1 For purposes of this clause, Goods are any tangible items delivered under this Agreement, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorised manufacturer and The Commodity Supplier, including without limitation unauthorised copies, replicas, or substitutes. The term also includes authorised Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

20.2 The Commodity Supplier agrees and shall ensure that Counterfeit Goods are not delivered to Leidos. Goods delivered to Leidos or incorporated into other Goods and delivered to Leidos shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorised distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Leidos. When requested by Leidos, The Commodity Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

20.3 In the event that Commodities delivered under this Agreement constitutes or includes Counterfeit Goods, The Commodity Supplier shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, The Commodity Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Leidos' costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. The Commodity Supplier shall include equivalent provisions in Lower-Tier Subcontracts for the delivery of items that will be included in or furnished as Goods to Leidos.

20.4 Not used

20.5 Leidos fully supports the goals and objectives of any policy and guidance published by the Government of the United Kingdom from time to time which aims to prevent the use of certain

"Conflict Minerals" that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo (DRC) or its adjoining countries. It is the expectation of Leidos that all its suppliers have a policy to reasonably assure that the tantalum, tin, tungsten and gold ("3TG") in the products they manufacture are conflict free. In connection with that policy, Leidos expects its Commodity Suppliers to undertake appropriate due diligence measures to determine if the 3TG materials in their products are being sourced from certified conflict-free smelters validated as compliant with the Conflict-Free Smelter Program (CFS) protocol and found on the CFS Compliant Smelter List. By accepting the terms of this Agreement, The Commodity Supplier agrees to participate in future due diligence surveys from Leidos. Leidos routinely evaluates its relationship with its Commodity Suppliers and will consider the extent to which a Commodity Supplier has failed to comply with these responsibilities. If it is determined that a The Commodity Supplier's efforts are deficient, Leidos may take appropriate action, including terminating its relationship with the Commodity Supplier.

21.0 Delivery, Vesting and Liens

21.1 Time is of the essence in the performance of this Agreement and if delivery of Commodities is not made in the quantities and at the times specified on the face of a Purchase Order , Leidos reserves the right, without liability, and in addition to its other rights and remedies (whether expressly set out in this Agreement) or implied by statute and common law), to take one or more of the actions set out in clause 12.1(A) to (E). The Commodity Supplier shall promptly notify Leidos via the SIP, of any delay or anticipated delay in delivery or performance of Purchase Orders placed under this Agreement. Delivery shall not be deemed to be complete until the Commodities have been actually received and accepted by Leidos, notwithstanding delivery to any carrier. The Commodity Supplier shall bear the risk of loss of, or damage to, the Commodities covered by a Purchase Order until delivered to the location designated on the face of a Purchase Order. Title in the goods shall pass to Leidos once such goods have been inspected and accepted by Leidos in accordance with Condition 7.0 and Condition 12.0 of this Agreement

21.2 Unless otherwise specified on the Purchase Order, the commodities shall be delivered under the terms DDP. They must be packed to comply with any specific transportation specifications of Leidos, and in all cases, to comply with carrier's regulations. An itemised packing list shall accompany each delivery. Leidos' count, weight or other measure shall be final and conclusive on all deliveries not accompanied by a packing list. Leidos shall not be obligated to accept any deliveries in excess of the ordered quantity and any excess or advance deliveries may be returned to The Commodity Supplier at The Commodity Supplier's risk and expense.

21.3 Leidos may instruct the Commodity Supplier to change a delivery or part of a delivery to an address other than that stated on the original Purchase Order by means of amending the Purchase Order in accordance with clause 4.5.

21.4 Title to any Commodities acquired by Leidos shall vest in and become the absolute property of Leidos upon acceptance by Leidos

21.5 The Commodity Supplier acknowledges and agrees that title and property in any Commodities which are delivered directly by the Commodity Supplier to the Authority, rather than being delivered to Leidos shall, without prejudice to any other rights of Leidos vest absolutely in Leidos at the date and time at which Leidos accepts receipt of the goods and the Commodity Supplier shall ensure that Lower-Tier Subcontractors shall comply with these requirements

21.6 If Leidos finds that any Commodity supplied by the Commodity Supplier on or after the Effective Date is faulty or does not correspond to the requirements of this Agreement or Purchase order, the Commodity Supplier shall be responsible for promptly repairing or replacing it such that it corresponds to the requirements and is not faulty and the costs of such repair or replacement shall be borne by the Commodity Supplier

21.7 The Commodity Supplier shall ensure that all Articles supplied pursuant to this Agreement and delivered to Leidos or the Authority shall be marked in accordance with procedures~~)~~ in the Supplier Manual at https://www.leidos-supply.uk/supplier-manual or as otherwise agreed between the Parties

21.8 Title to all Defence Materiel owned by the Authority which is at any time transferred into the possession, custody or control of the Commodity Supplier (or any The Commodity Supplier Related Party) shall at all times remain vested in the Authority and such Defence Materiel shall at all times be the absolute property of the Authority.

21.9 The Commodity Supplier shall ensure that at all times all Defence Materiel:

(A) is kept separate and distinct from any items belonging to the Commodity Supplier, its Lower-Tier Subcontractors, The Commodity Supplier Associated Companies, Leidos, and/or third parties and is clearly marked and identifiable as the property of the Authority; and

(B) is and remains free from all charges, encumbrances and adverse rights unless caused by an act or omission of Leidos.

21.10 If, whilst Defence Materiel is in the possession, custody or control of the Commodity Supplier:

(A) an Insolvency Event occurs;

(B) either Party serves a termination notice on the other; or

(C) Leidos, reasonably believe that any of the events identified in clauses 21.10(A) or 21.10 (B) is about to occur,

then, and without limiting any other right or remedy that Leidos, Leidos, may at any time require the Commodity Supplier to deliver up the Defence Materiel and, if the Commodity Supplier fails to do so promptly, enter (and the Commodity Supplier shall procure that Leidos, the DP and the Authority are so entitled) any premises of the Commodity Supplier, its Lower Tier Sub Contractor or any Commodity Supplier Related Parties or other third parties where the Defence Materiel is stored in order to recover them.

21.11 The Commodity Supplier shall ensure that all Defence Materiel supplied by the Commodity Supplier pursuant to this Agreement and delivered to Leidos or the Authority is appropriately receipted and signed for by Leidos or the Authority. Only a receipt that has been duly signed by Leidos or the Authority as acknowledgment of a delivery shall constitute valid evidence of delivery.

21.12 The Commodity Supplier shall be responsible and bear the risk for all Defence Materiel within the care, custody or control of the Commodity Supplier or a Lower-Tier Subcontractor.

21.13 The Commodity Supplier shall ensure that each of its Lower-Tier Subcontracts contains similar provisions to those set out in this Condition 21 in respect of any Commodities and/or Defence Materiel to be provided under such Lower-Tier Subcontracts and shall ensure that Leidos', the DP's and the Authority's rights under this Condition 21 are enforceable.

21.14 The Commodity Supplier shall ensure and at all times be responsible for the safe, secure and correct delivery to Leidos or the Authority of Defence Materiel and Commodities.

21.15 The Commodity Supplier acknowledges and agrees that neither it, nor its employees, representatives or agents, nor any other person, shall have a lien in respect of any Defence Materiel or Project Assets for any sum due. The Commodity Supplier shall not permit any lien to arise or subsist in respect of any Defence Material or Project Assets for any sum due from the Commodity Supplier, and shall ensure that the title of the Authority and the exclusion of any lien are brought to the notice of all persons dealing with any Defence Materiel or Project Assets in the provision of the Commodities.

21.16 The Commodity Supplier is responsible for providing Packaging for the requirements of the Agreement and in accordance with the Supplier Manual at the attached link https://www.leidos-supply.uk/supplier-manual

21.17 The Commodity Supplier shall adhere to the instructions as detailed in the Supplier Manual at the attached link https://www.leidos-supply.uk/supplier-manual for deliveries in Depots

22.0 Special Tasking Orders

22.1 Up to zero [0] hours of special tasking is included in the agreed firm price. Pricing for any additional special tasks over and above the zero [0] hours shall be based at the agreed hourly rate

(A) Special Tasking Orders are to be utilised for any emerging requirements such as simple design and development. Examples of work that may be undertaken by Special Tasking Orders include: Investigation of faults and recommendations for corrective action; Development of sample Articles to meet a revised customer requirement.

(B) Leidos may, at its absolute discretion, issue to the Commodity Supplier a request in the form set out in Annex A to STOR, ("Special Tasking Order Request") which:

(1) describes the Special Tasking in sufficient detail to enable the Commodity Supplier to perform it;

(2) requests the Commodity Supplier to provide Leidos with a labour content quotation for the performance of the Special Tasking and the timetable within which the Commodity Supplier will perform it; and

(3) contains such other information, or Terms and Conditions (if any) as Leidos considers appropriate.

(C) Within the period stated on the Special Tasking Order Request, the Commodity Supplier shall notify Leidos in writing whether or not he is willing to perform the Special Tasking and if he is willing to perform the Special Tasking, provide Leidos with:

(1) a quotation in writing for the performance of the Special Tasking at the agreed labour rates in the SOR, in the format set out in Annex A to StoR to the Terms and Conditions of the Agreement,

(2) the timescale within which the Special Tasking shall be performed; and

(3) any such other information as the Commodity Supplier considers appropriate.

(4) If Leidos accepts the Commodity Suppliers offer, agreement will be achieved by the issue of a signed pro-forma as at Annex A to SoR, ("Special Tasking Order Authorisation") as the Authority to perform the Special Tasking. The Commodity Supplier shall perform the Special Tasking in accordance with and subject to the following Terms and Conditions:

(5) the Commodity Supplier shall provide the Services required in compliance with the specification for the Special Tasking provided to the Commodity Supplier by Leidos;

(6) the Commodity Supplier shall complete the Special Tasking within the agreed timescale;

(7) Leidos shall pay to the Commodity Supplier on completion of the Special Tasking the agreed price; and

(8) the Parties shall comply with such additional Terms and Conditions in relation to the Special Tasking as they may agree.

23.0 Access to DP Sites and/or Authority Sites in the provision of the Services

23.1 The Commodity Supplier shall and shall ensure that any of the Lower Tier Sub Contractors comply at all times, when present within the boundaries of a Government establishment, any DP Site or any Authority Site, with all applicable regulations (including those relating to security arrangements), and any locally applicable regulations and requirements including, in relation to any overseas establishments or facilities, any requirements of applicable local laws and regulations as may be in force from time to time.

23.2 Where the Commodity Supplier or any Lower Tier Sub Contractor has access to any DP Site or any Authority Site for the carrying out of any of the Services, the Commodity Supplier shall and shall ensure that any Lower Tier Sub Contractor shall:

(A) not cause any damage to such DP or Authority Sites;

(B) not cause or permit any discharge, release, spillage, leakage, escape, deposit or disposal of any Hazardous Substances at, in, on, or under any DP Site or any Authority Sites (other than in full compliance with EHS Law) and the Key Subcontractor shall indemnify the DP in respect of any breach of this obligation;

(C) The Commodity Supplier hereby covenants that it shall at all times implement, maintain and comply with Good Environmental Practice, and comply with any applicable EHS Law and any consents, orders, notices or directions of any regulatory body (whether made against the Authority, the DP or Leidos) to the fullest extent possible in relation to its use of the DP or Authority Sites;

(D) not do or permit to be done on the DP or Authority Sites anything which is illegal or which may be or become a nuisance (whether actionable or not) or cause damage or disturbance to the DP or the Authority or to any tenants or occupiers of the DP or Authority Sites or any owner or occupier of any neighbouring property;

(E) not knowingly do anything that will or might constitute a breach of any Relevant Consent affecting the DP or Authority Sites that have been disclosed to the Key Subcontractor or which will or might vitiate in whole or in part any insurance effected by the DP or the Authority in respect of the DP or Authority Sites from time to time of which the Key Subcontractor has notice;

(F) observe any rules and regulations the DP and/or the Authority acting reasonably makes in the interests of good estate management and notifies to the Commodity Supplier from time to time in writing governing the Commodity Supplier's use of the DP or Authority Sites and in particular:

(1) the lawful requirements and recommendations of the Authority's local fire officer and the DP and/or the Authority's health & safety representative in respect of the DP or Authority Sites or their use; and

(2) all regulations (including military by-laws) and Government establishment regulations, standing orders, any traffic regulations and any other regulations made by the DP or the Authority;

(G) in relation to any overseas establishments or facilities, comply with requirements of applicable local laws; and

(H) subject to Condition 21, to make good any damage that is wilfully or negligently caused by the Commodity Supplier or any Lower Tier Sub Contractor to any equipment in the DP or Authority Sites as soon as reasonably practical.

24.0 Changes

24.1 Leidos may, by written notice to the Commodity Supplier at any time, make changes to any one or more of the following:

(a) drawings, designs, specifications or Schedules;

(b) quantity;

(c) method of shipment or packing;

(d) place and/or time of delivery and

(e) amount of Leidos-furnished property, if any.

For any reason, Leidos may also direct the Commodity Supplier in writing to suspend, in whole or in part, delivery of Commodities or performance of services hereunder for such period of time as may be determined by Leidos to be necessary or desirable. If the Commodity Supplier considers any act of Leidos to constitute a change, it shall promptly notify the same to Leidos in writing and Leidos shall determine if such act constitutes a change and shall either notify the Commodity Supplier in writing that such act is not a change, or shall issue a change notice. If any such change or suspension causes an increase or decrease in the cost of or the time required for the performance hereunder, an adjustment shall be made in the price or delivery schedule, or both, and the Agreement (and applicable Purchase Order) shall be modified in writing accordingly by the Parties. For the avoidance of doubt, any claim for adjustment by the Commodity Supplier pursuant to this clause shall not include any claim for loss of anticipated profits or consequential loss. Any claim for adjustment by The Commodity Supplier shall be deemed waived unless asserted in writing within twenty (20) Calendar days (or such longer period as may be agreed) from the date of receipt by the Commodity Supplier of the change. Failure to agree to any adjustment will be a dispute under the Disputes clause of this Agreement, provided, however, that nothing in this clause excuses the Commodity Supplier from proceeding with the work as changed without interruption and without awaiting settlement of any such dispute.

24.2 Except as set out in the preceding paragraph of this Condition 24, no amendments or variations to this Agreement, or to any Purchase Order, are permitted unless agreed in writing by the Parties.

24.3 For the avoidance of doubt the Commodity Supplier has the right to propose a change by written notice to Leidos

24.4 To formalise any such amendment or variation, the parties must complete and mutually approve the Amendment to Agreement form, as provided at Schedule 8 of this Agreement (Schedule 8 to Terms and Conditions - Amendment to Agreement Form). No such amendment or variation of this Agreement shall be binding unless the Amendment to Agreement form has been signed by both parties.

24.5 Specifically, where amendments are made to the specifications by Leidos, the Commodity Supplier shall use a configuration control system to control such changes, with a system compatible to with ISO 9001 (Latest published version) or as otherwise agreed .

25.0 Termination

25.1 Termination for the Commodity Supplier Default

(A) Leidos may, by written notice of default to The Commodity Supplier, terminate the whole or any part of this Agreement, in any one of the following circumstances (hereinafter known as "The Commodity Supplier Default Events"):

(1) the Commodity Supplier fails to make delivery of the Commodities or to deliver the Commodities within the time specified in an Purchase order or any extension thereof agreed by the Parties;

(2) the Commodity Supplier fails to perform any of the other provisions of this Agreement in accordance with its terms and does not cure such failure within

a period of ten (10) Business days after receipt of notice from Leidos specifying such failure;

(3) the Commodity Supplier suffers an Insolvency Event or is the subject of proceedings under any Law relating to the relief of debtors or admits in writing its inability to pay its debts as they become due;

(4) breach of Military Airworthiness Regulations or Military Seaworthiness Regulations;

(5) breach of Condition 34 (Change of Control and National Interest);

(6) the Commodity Supplier commits a Default which materially and adversely affects the provision of the Commodities;

(7) the Commodity Supplier commits repeated Defaults (whether of the same or different obligations and regardless of whether those Defaults are remedied), which Leidos, reasonably considers together constitute a Default which materially and adversely affects the provision of the Commodities;

(8) a Breach of Security occurs which Leidos considers jeopardises the security of any matter connected with this Agreement and/or any of the operations of Leidos;

(9) a conflict of interest exists or arises which the Commodity Supplier fails to resolve in a manner acceptable to Leidos within the timescale set by Leidos following agreement of the specific conflict of interest event

(10) failure by the Commodity Supplier to take out or maintain in full force and effect any of the insurances described in Condition 15 (Insurance);

(11) breach of the Commodity Supplier's obligations under Condition 49 (Data Protection);

(12) failure by the Commodity Supplier to comply with its obligations under Condition 51 (Confidentiality);

(13) failure by the Commodity Supplier to comply with the provisions of Conditions 9 (Right of Audit), 29 (Monitoring), 30 (Management Information), or Schedule 2 to Terms and Conditions - Specified MI;

(14) breach of the Commodity Supplier's obligations under Conditions 18 (Subcontracting) or 21 (Delivery, vesting and liens);

(15) if the conduct of the Commodity Supplier is such that it exposes or is reasonably likely to expose Leidos, to a material claim;

(16) for reasons of security and/or national security, including in connection with any failure by the Commodity Supplier or Lower-Tier Subcontractor to perform its obligations under Condition 48 (Security) and Schedule 4 to Terms and Conditions – Security; or

(17) where there has been any fraud by the Commodity Supplier or Lower-Tier Subcontractor.

(B) Leidos shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to clause 25.1(A) except in respect of termination further to clause 25.1(A)(16) (in circumstances where the termination of this Agreement is not as a result of the Commodity Supplier's compliance with, or failure to comply with its obligations under Condition 48 (Security) or Schedule 4 to Terms and Conditions - Security in which case Leidos shall pay the Commodity Supplier Breakage Costs to The Commodity Supplier and such payments shall be made in accordance with Condition 8 (Payment).

(C) If this Agreement is so terminated; Leidos may procure or otherwise obtain, upon such terms and in such manner as Leidos may deem appropriate, Commodities or services similar to those terminated. The Commodity Supplier shall be liable to Leidos for any

reasonable excess costs of such similar Commodities or services in accordance with Clause 6.2

(D) The Commodity Supplier shall transfer title and deliver to Leidos, in the manner and to the extent requested in writing by Leidos at or after termination, such complete or partially completed articles, property, materials, parts, tools, fixtures, plans, drawings, information and contract rights as the Commodity Supplier has produced or acquired and charged to Leidos for the performance of the terminated part of this Agreement. Leidos will pay the Commodity Supplier the contract price for completed articles delivered to and accepted by Leidos.

(E) The Commodity Supplier shall continue performance of this Agreement to the extent not terminated. Leidos shall have no obligation to the Commodity Supplier with respect to the terminated part of this Agreement except as herein provided.

(F) The Commodity Supplier agrees and acknowledges that the Authority and/or the DP may pursuant to the Prime Contract require Leidos to terminate this Agreement and accordingly Leidos shall have the right to terminate this Agreement:

(1) if the risk and liability position of the Authority, or its ability to exercise any of its rights in respect of this Agreement, is materially and adversely affected;

(2) where the Authority withdraws its approval of the Commodity Supplier as a Commodity Supplier in accordance with the Prime Contract;

(3) if there is a Change of Control of the Commodity Supplier of which the Authority does not approve; or

(4) if there is any other change to this Agreement that the Authority considers would place at risk or adversely affect:

(a) national security; or

(b) the reputation or good-standing of the Authority.

25.2 Termination for Prohibited Acts

(A) For the purposes of this clause 25.2, a "Prohibited Act" means:

(1) offering, giving or agreeing to give to any servant of Leidos any gift or consideration of any kind as an inducement or reward:

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with Leidos; or

(b) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with Leidos; or

(c) entering into this Agreement or any other contract with Leidos in connection with which commission has been paid or has been agreed to be paid by the Commodity Supplier or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Leidos; or

(2) committing any offence; or

(3) as described in clause 19.12.

(B) If the Commodity Supplier, a Lower-Tier Subcontractor or anyone employed by or acting on behalf of any of them commits a Prohibited Act, Leidos may serve a termination notice on the Commodity Supplier terminating this Agreement or any relevant specified part of parts of the provision of the Commodities in accordance with the following provisions:

(1) if the Prohibited Act is committed by the Commodity Supplier or by an employee not acting independently of the Commodity Supplier, Leidos may serve a termination notice on the Commodity Supplier and this Agreement or the specified part or parts of the provision of the Commodities will terminate;

(2) if the Commodity Supplier demonstrates to Leidos' satisfaction that the Prohibited Act was committed by an employee of the Commodity Supplier acting independently of and without the knowledge of the Commodity Supplier, Leidos may serve a termination notice on the Commodity Supplier, and this Agreement or the specified part or parts of the provision of the Commodities will terminate unless within thirty (30) days of receipt of the termination notice the Commodity Supplier terminates or procures the termination of the relevant employee's employment and (if necessary) procures the performance of such part of the provision of the Commodities by another person;

(3) if the Prohibited Act is committed by a Lower-Tier Subcontractor or by an employee of that Lower-Tier Subcontractor not acting independently of and without the knowledge of that Lower-Tier Subcontractor, Leidos may serve a termination notice on the Commodity Supplier, and this Agreement or the specified part or parts of the provision of the Commodities will terminate unless within thirty (30) Days of receipt of the termination notice the Commodity Supplier terminates the relevant Lower-Tier Subcontract and procures the performance of such part of the provision of the Commodities by another person;

(4) if the Prohibited Act is committed by any other person not specified in clauses 25.2(A)(1) to 25.2(A)(3), Leidos may serve a termination notice on the Commodity Supplier, and this Agreement or the specified part or parts of the provision of the Commodities will terminate unless within thirty (30) days of receipt of the termination notice the Commodity Supplier procures the termination of such person's employment and of the appointment of their employer (where not employed by the Commodity Supplier or Lower-Tier Subcontractor) and (if necessary) procures the performance of such part of the provision of the Commodities by another person; and

(5) any termination notice under this clause 25.2 shall additionally specify the nature of the Prohibited Act.

(C) Leidos shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to clause 25.2.

25.3 Termination for Convenience

(A) Leidos shall have the right to terminate this Agreement, in whole or in part, at any time, without cause, by providing three (3) months written notice to the Commodity Supplier. Upon receiving notice of such termination, The Commodity Supplier shall:

(1) stop all work on any Purchase Order and this Agreement on the date and to the extent specified;

(2) place no further contracts hereunder except as may be necessary for completing such portions of any Purchase order and this Agreement as have not terminated;

(3) terminate all contracts to the extent that they may relate to portions of any Purchase order and this Agreement that have been terminated; and

(4) protect all property in which Leidos has or may acquire an interest and deliver such property to Leidos.

(B) Within twenty (20) calendar days (or such longer period as may be agreed) from such termination, The Commodity Supplier may submit to Leidos its written claim for the Commodity Supplier Breakage Costs. Subject to clause 25.3(C) below Leidos shall pay such the Commodity Supplier Breakage Costs. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of

all Leidos' liability arising out of such termination. Under no circumstance shall the Commodity Supplier be entitled to anticipatory or lost profits or consequential loss.

(C) Leidos reserves the right to verify claims hereunder and the Commodity Supplier shall make available to Leidos, upon its request, all relevant, non-proprietary books and records for inspection and audit (e.g., time cards and receipts). If The Commodity Supplier fails to afford Leidos its rights hereunder, The Commodity Supplier shall be deemed to have relinquished its claim.

(D) To the extent any Commodities ordered hereunder have been dispatched and are in transit on the date that the Commodity Supplier receives Leidos' notice of termination pursuant to clause 25.3(A), Leidos shall only be liable to pay The Commodity Supplier for such Commodities provided they are delivered and accepted by Leidos in accordance with the terms of this Agreement. If such Commodities are not accepted by Leidos, Leidos shall return the Commodities to the Commodity Supplier at the Commodity Supplier's sole risk and expense.

25.4 In addition to Leidos' rights of termination as set out in this Condition 25, Leidos shall be entitled to terminate this Agreement in all such other circumstances as set out elsewhere in this Agreement.

25.5 Termination of this Agreement shall not affect any of Leidos' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which exists at or before the date of termination.

26.0 NOT USED

27.0 Governing Law and Jurisdiction

27.1 This Agreement and any non-contractual obligations arising from or connected with it shall be governed by English law and this Agreement shall be construed in accordance with English law.

27.2 In relation to any legal action or proceedings arising out of or in connection with this Agreement (whether arising out of or in connection with contractual or non-contractual obligations), each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts. Any proceeding, suit or action arising out of or in connection with this Agreement shall be brought only in the courts of England.

27.3 Other jurisdictions may apply solely for the purpose of giving effect to this Condition 27 and for the enforcement of any judgment, order or award given under English jurisdiction.

28.0 Disputes

28.1 Leidos and the Commodity Supplier agree to enter into negotiations to resolve any dispute arising out of or relating to this Agreement. Both Parties agree to negotiate in good faith to attempt to reach a mutually agreeable settlement within a reasonable amount of time.

28.2 Any controversy, claim or dispute arising out of, or relating to this Agreement, or any breach thereof which cannot be settled amicably by the Parties, shall be resolved by arbitration conducted in London, England pursuant to the rules of the International Chamber of Commerce's Court of International Arbitration, as then in effect (the "Rules"). The dispute shall be resolved by a single arbitrator chosen pursuant to the Rules. The arbitrator shall be bound to follow the provisions of this Agreement in resolving the dispute and may not award punitive damages. It is agreed that all documentary submission, presentations, and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the Parties and any arbitral award may be entered in any court of competent jurisdiction. The costs of the arbitration shall be at the discretion of the arbitrator.

29.0 Monitoring

29.1 Without prejudice to the provisions of Schedule 2 to Terms and Conditions - Specified MI or limiting any of Leidos' rights or remedies or any of the Commodity Supplier's obligations under this Agreement, the Commodity Supplier shall implement and use appropriate measurement, monitoring and management tools and procedure to enable it to:

(A) monitor fully and correctly its performance of the services and/or delivery of the Commodities against this Agreement and in accordance with the specified Key Performance Indicators (KPIs) as detailed in the StOR attached;

(B) maintain accurate, detailed and up to date records of its performance of the services and/or delivery of the Commodities; and

(C) report all instances of non-compliance with this Agreement or any Purchase order and any potential non-compliance with the requirements of this Agreement or any Purchase order to Leidos.

29.2 The Commodity Supplier shall promptly notify Leidos of the occurrence and details of any event or circumstances which could constitute or give rise to a Commodity Supplier Default Event or Prohibited Act.

29.3 Leidos may elect, at its own cost, to carry out performance monitoring at any time in order to ensure that the Commodities are being provided in accordance with this Agreement.

29.4 The Commodity Supplier shall assist Leidos, in such an exercise and shall ensure that Leidos, has unrestricted access to any part of the premises of the Commodity Supplier or any Lower-Tier Subcontractor where any part of the Commodity Supplier's or Lower-Tier Subcontractor's obligations under this Agreement or any Lower-Tier Subcontract (as applicable) are being performed, for the purposes of audit verification or monitoring. In exercising any such access rights Leidos shall comply with reasonable site security and safety policies applicable to the relevant premises of the Commodity Supplier or Lower-Tier Subcontractor (as applicable).

29.5 Without prejudice to the Leidos' express rights under this Agreement, if the Commodity Supplier is found:

(A) to have been fraudulent in the submission of any reports or claims for payment; or

(B) to have submitted at least two materially erroneous reports or claims for payment within a three (3) month period,

Leidos may, by notice to the Commodity Supplier, increase the level of Leidos' monitoring of the Commodity Supplier, and/or (at Leidos' option) of the Commodity Supplier's monitoring of its own performance of the relevant Commodities which are the subject of the fraudulent or erroneous reporting until the Commodity Supplier demonstrates to the reasonable satisfaction of Leidos that the problem has been rectified.

29.6 If Leidos issues a notice under clause 29.5, the Commodity Supplier shall bear its own costs and indemnify and keep Leidos indemnified at all times from and against all reasonable costs and expenses incurred by or on behalf of Leidos in relation to such increased level of monitoring.

30.0 Management Information

30.1 General

(A) The Commodity Supplier shall report to the Leidos Commercial manager as specified in Box 1 of the Appendix to Contract - Addresses and Contact Details, produce records and provide Leidos with complete transparency and full access to all the MI in accordance with

this Condition 30 and the StOR and the Schedule 2 to Terms and Conditions - Specified MI (if applicable), and in doing so shall:

(1) consistently, openly, willingly and proactively share with Leidos, the information that the Commodity Supplier collects and uses internally to deliver and manage its delivery of the Commodities;

(2) ensure that Leidos, is furnished with accurate information that may be relevant to the effective operation of this Agreement;

(3) maintain the purpose and derivation of the information throughout the Term, including during and after the implementation of any Changes;

(4) ensure the MI is capable of being captured, extracted and managed by Leidos;

(5) ensure there is sufficient resource available to carry out efficient and timely root cause analyses and, where relevant, assist Leidos in performing any root cause analyses;

(6) ensure that when needed Leidos has online access to all the Commodity Supplier's MI at any reasonable and available level of detail;

(7) ensure that all information provided or made available by it or any of its Lower-Tier Subcontractors to Leidos, is the same as the corresponding information that the Commodity Supplier or any of its Lower-Tier Subcontractors uses for its own internal management and reporting;

(8) provide MI that requires no or minimal reprocessing by Leidos, and does not require Leidos to draw its own conclusions from voluminous, disparate, disorganised and unconnected data;

(9) maintain the capability to provide financial modelling, financial analysis, performance analysis and any other activities relating to the production and analysis of the MI; and

(10) promptly rectify errors identified in the MI and reimburse Leidos for any excess sums paid by Leidos, or any associated costs or expenses incurred by Leidos as a result of such errors, including costs of any subsequent audit or independent review required as a result of such errors.

(B) Where the Commodity Supplier provides information using Microsoft Excel, all information deliverables will be built to 'best practice' standards set out in appendix to Schedule 2 to Terms and Conditions - Specified MI.

(C) The Commodity Supplier shall ensure that all MI:

(1) is relevant and presented at an appropriately meaningful level of detail to inform and enable the decision-making process;

(2) includes clear narrative explanations which:

(a) describe:

(i) the specific information captured by the Commodity Supplier;

(ii) where it comes from;

(iii) what it means;

(iv) how it is used; and

(v) the interfaces, tools and system capabilities used by the Commodity Supplier to provide it; and

(b) directs the recipient's attention to significant and/or relevant matters, including the Commodity Supplier's key management insights and any issues requiring management attention from the Commodity Supplier

or which would require a management intervention by the Commodity Supplier.

30.2 Maintaining MI

(A) The Commodity Supplier shall ensure that the MI is at all times comprehensive, complete, up-to-date and accurate.

(B) The MI shall be produced, stored and maintained:

(1) in accordance with the requirements of the National Archives, as amended from time to time, and Good Industry Practice;

(2) within organised systems, in a form which maintains their integrity, context and authenticity and which enables the efficient audit and inspection of the MI by the Authority pursuant to Condition 9 (Right of Audit);

(3) using a method of storage which allows easy access and duplication by Leidos in accordance with this Agreement;

(4) in such a manner that Leidos and/or a replacement contractor could, if required, commence the provision of the replacement Commodities without undue expenditure; and

(5) so as to enable segregation of the MI from any other records of the Commodity Supplier and the transfer of the MI to Leidos and/or a replacement contractor efficiently and without undue expense or delay on expiry or termination in whole or part of this Agreement.

(C) Without limitation to clause 30.2(B), the Commodity Supplier shall ensure that the MI is at all times maintained in accordance with Schedule 4 to Terms and Conditions – Security, and kept at such location or locations as are agreed by Leidos, such agreement not to be unreasonably withheld.

(D) Retention of MI

(1) Without prejudice to any requirement of Law, all MI shall be retained for no less than a period of ten (10) years after creation. Subject to clauses 30.2(D)(2) and 30.2(D)(3), MI which has been superseded but is still of historical, contractual or legal significance shall be retained for at least ten (10) years after being superseded.

(2) Where the period for the retention of any MI determined in accordance with clause 30.2(D)(1) has expired, the Commodity Supplier shall notify Leidos what it intends to do with such MI.. In the event Leidos does not provide a response to the notification within twenty (20) working days the Commodity Supplier shall proceed accordingly.

(3) Upon the expiry or termination of this Agreement the Commodity Supplier shall deliver up to Leidos and/or a replacement contractor, in the manner as Leidos shall reasonably specify, all MI which were in existence at the date of expiry or termination of this Agreement (or, where such MI is required by statute to remain with the Commodity Supplier, copies thereof) or such part of such MI as Leidos may by notice to the Commodity Supplier specify.

(4) Notwithstanding the expiry or termination of this Agreement, the provisions of clauses 30.2(D) (1) and 30.2(D)(2) shall continue to apply in respect of any MI.

(5) Notwithstanding the provisions of this clause 30.2(D), Personal Data shall be retained only for so long as is necessary for the supply of the Commodities and regulatory compliance and always subject to Principle 5 of the Data Protection Act 2018.

30.3 Additional MI

(A) From time to time Leidos will require additional information to be provided by the Commodity Supplier and its Lower-Tier Subcontractors ("Additional MI"). Additional MI may be required for a number of reasons including but not limited to:

(1) parliamentary questions;

(2) FOIA requests; and

(3) requests from Government departments (including HM Treasury and the Cabinet Office) or agencies (including the National Audit Office).

(B) Additional MI shall be provided to Leidos:

(1) within the timeframes as notified to the Commodity Supplier by Leidos. Requests for Additional MI may have imposed timeframes or the need for a timely response and the Commodity Supplier shall meet such timeframes;

(2) in a format or structure set out by Leidos or imposed by the party requesting the Additional MI; and

(3) where the Commodity Supplier already has the necessary resources to provide the Additional MI, at no additional cost to Leidos.

Where the Commodity Supplier considers that it does not have the necessary resources to provide the Additional MI as requested in accordance with this Condition 30, the Commodity Supplier shall submit to Leidos details of the proposed costs associated with such additional resource for Leidos in its absolute discretion to approve. Following such approval, where the Commodity Supplier incurs such additional costs in providing the Additional MI, they will be included in an invoice to be submitted by the Commodity Supplier to Leidos only if and to the extent the Commodity Supplier is able to show they are reasonably and properly incurred and are payable in connection with the provision of Additional MI in accordance with this Condition 30 Any invoices submitted by The Commodity Supplier to Leidos under this clause 30.3 shall also comply with the provisions of Condition 7 (Invoices) of this Agreement and Leidos shall be entitled to exercise such rights afforded to it under the terms of this Agreement in relation to the payment of invoices.

(C) Additional MI shall be provided to Leidos Representative who requests the Additional MI.

30.4 Rectification

(A) If it is disclosed that any information provided or made available to Leidos by or on behalf of the Commodity Supplier or a Lower-Tier Subcontractor is inaccurate, the Commodity Supplier shall:

(1) identify and notify Leidos in writing of the reason for the inaccuracy; and

(2) take all necessary steps to rectify that information and, where relevant, the systems and/or processes that gave rise to the inaccuracy.

30.5 Audit

Nothing in this Condition 30 or in Schedule 2 to Terms and Conditions - Specified MI (if applicable) shall prejudice Leidos's Audit Rights set out in Condition 9 (Right of Audit)

30.6 Joint Supply Chain Accreditation Register (JOSCAR)

The Commodity Supplier(s) shall, as an enduring obligation throughout the Agreement Term, have an active and up-to-date account with JOSCAR, and be qualified to the required stage determined by JOSCAR https://hellios.com/joscar/ within three calendar months of the date of award of this Agreement, unless otherwise agreed in writing by Leidos. Leidos reserves the right to terminate the Agreement with the Commodity Supplier(s) if this requirement is not met.

31.0 Specified MI

Leidos reserves the right to request Specified MI as appropriate to this Agreement as described in Schedule 2 to Terms and Conditions - Specified MI .

32.0 Meetings

32.1 The Commodity Supplier shall attend progress meetings at the frequency and times specified in the StOR to the Agreement and any additional meetings shall be at no additional cost to Leidos

32.2 Team Leidos representatives shall attend each meeting and will advise the Commodity Supplier in advance of the expertise of this team

32.3 The Commodity Supplier's Project Manager shall be required to attend each meeting supported by personnel suitably qualified to respond to the areas of expertise notified by Leidos

32.4 All meetings will be held at a location to be agreed between the Commodity Supplier and Leidos representative

32.5 Unless stated otherwise the Commodity Supplier shall be responsible for making a record of discussions and decisions of the meeting. These will be forwarded within two weeks of the meeting, in draft form, to the Commercial Manager at the address in Box 1 of the Appendix to Contract - Addresses and Contact Details, for agreement prior to the final version being issued.

33.0 Agreement and Purchase Order Closeout

Purchase Orders shall be closed on an individual basis. The Commodity Supplier shall complete performance against all Purchase Orders received up to the expiration date of this Agreement. Upon delivery, acceptance, and payment of the final Purchase order against this Agreement and the satisfactory return of all Leidos Furnished items and Defence Material and (in accordance with Conditions 16.0 and 21 respectively) this Agreement shall be closed. The Commodity Supplier agrees to work with Leidos to complete any final closeout requirements imposed by Leidos.

34.0 Change of Control and National Interest

34.1 The Commodity Supplier shall or shall procure that on the date of this Agreement, the following shall be notified to Leidos:

(1) the identities of:

(a) each Shareholder in the Commodity Supplier;

(b) the person(s) Controlling the Commodity Supplier;

(c) the person(s) Controlling each Shareholder in the Commodity Supplier; and

(d) to the extent a guarantor is required to guarantee the performance of the Commodity Supplier's obligations under this Agreement (hereinafter referred to as "Guarantor"), the person(s) Controlling each Guarantor or, if none because the Relevant Share Capital of the Guarantor is publicly traded or listed as in clause 34.8, the information known to that Guarantor of the interests in that share capital notified to the Guarantor;

(2) the corporate issuer long term credit rating (if any) issued by an internationally recognised and accepted credit rating agency of the Commodity Supplier, the Shareholders and the Guarantors (if applicable) together with any other confirmation Leidos requires in order to assess their respective credit standings; and

(3) a fair summary description and diagrams of the means by which the Control referred to in clause 34.1(A)(1) is exercised (including details of any intermediate person by or through which one person Controls another person);

34.2. The Commodity Supplier shall notify the Senior Commercial Manager as detailed in Condition 10 as soon as practicable, in writing of any intended, planned or actual change in control of the Commodity Supplier; any change in a Shareholder of the Commodity Supplier or any Guarantor (if applicable). The Commodity Supplier shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Commodity Supplier in the UK or other jurisdictions where the Commodity Supplier may be subject to legal sanction arising from issuing such a notice.

34.3 For the purposes of this Condition 'control' means the power of a person to secure that the affairs of the Commodity Supplier are conducted in accordance with the wishes of that person:

(a) by means of the holding of shares, or the possession of voting powers in, or in relation to, the Commodity Supplier; or

(b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Commodity Supplier.

and a change of control occurs if a person who controls the Commodity Supplier ceases to do so or if another person acquires control of the Commodity Supplier.

34.4 Each notice of change of control shall be taken to apply to all Agreements within Leidos. Notices shall be submitted to the Senior Commercial Manager as detailed at Condition 10.0

34.5 The Senior Commercial Manager shall consider the notice of change of control and advise the Commodity Supplier in writing of any concerns Leidos may have. Such concerns may include but are not limited to potential threats to national security, the ability of Leidos and the Authority to comply with its statutory obligations or matters covered by the declarations made by the Commodity Supplier prior to the Agreement Award.

34.6. Leidos may terminate the Agreement by giving written notice to the Commodity Supplier within six months of Leidos being notified in accordance with clause 34.1. Leidos shall act reasonably in exercising its right of termination under this Condition.

34.7. If Leidos exercises its right to terminate in accordance with clause 34.6 the Commodity Supplier shall be entitled to request Leidos to consider making a payment representing any commitments, liabilities or expenditure incurred by the Commodity Supplier in connection with the Agreement up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Commodity Supplier, and shall otherwise represent an unavoidable loss by the Commodity Supplier by reason of the termination of the Agreement. Any payment under this clause 34.7 must be fully supported by documentary evidence. The decision whether to make such a payment shall be at Leidos's sole discretion.

34.8 A Change of Control in a Shareholder in the Commodity Supplier or Guarantor referred to in clause 34.1(C) does not require the prior approval of, or (subject to this clause 34.8) prior notification to, Leidos if the Change of Control arises through the acquisition of Control of an entity through shares in that entity listed or traded on a Recognised Investment Exchange, a Recognised Overseas Investment Exchange, a Designated Investment Exchange, a Regulated Market or the Alternative Investment Market operated by London Stock Exchange plc. In such circumstances the Commodity Supplier must notify Leidos (or procure that Leidos is notified) in writing of the Change of Control:

(A) as soon as reasonably practicable after the public announcement of an offer or other circumstances which, with or without the satisfaction of conditions or the passage of time, may lead to a Change of Control; and

(B) on the Change of Control taking effect.

34.9. Notification by the Commodity Supplier of any intended, planned or actual change of control shall not prejudice the existing rights of Leidos or the Commodity Supplier under the Agreement nor create or imply any rights of either the Commodity Supplier or Leidos additional to Leidos's set out in this Condition.

34.10. When dealing with any single representative of the Commodity Supplier, Leidos may assume that such representative is authorised to bind the Commodity Supplier and that it is not necessary for that individual to obtain any further authorisation from the Commodity Supplier, any one or more of the Shareholders or the Guarantors or any other person.

35.0 General Relationship

35.1 Leidos shall be solely responsible for all liaison and coordination with the DP and the Authority as it affects the applicable Prime Contract and this Agreement. The Commodity Supplier's communications with the DP and the Authority shall be limited to those necessary for the Commodity Supplier's performance under this Agreement. Any other communications between the Commodity Supplier and the DP or the Authority requires the prior written approval of Leidos.

35.2 The Commodity Supplier is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

36.0 Non-Waiver of Rights

The failure of Leidos to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Acceptance and/or payment of any part of Commodities shall not bind Leidos to accept future deliveries nor deprive Leidos of the right to return Commodities already accepted or for which Leidos has made payment. Acceptance or payment shall not be deemed to be a waiver of Leidos' right to cancel or return all or any part of the Commodities because of failure to conform to the terms of this Agreement or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages of any and all kind.

37.0 Standards of Business Ethics & Conduct

Leidos is committed to conducting its business fairly, impartially and in an ethical and proper manner. These characteristics make it imperative that Leidos employees adhere to a particularly high ethical standard in accordance with Leidos' Code of Conduct, which may be viewed at https://www.leidos.com/company/ethics-and-compliance. Leidos' expectation is that the Commodity Supplier also will conduct its business fairly, impartially and in an ethical and proper manner, consistent with the principles of the Leidos Code of Conduct. In addition, Leidos strongly encourages that the Commodity Supplier has proactive and meaningful ethics and compliance programs established within your organisation. As evidence of our commitment, should The Commodity Supplier wish to review Leidos' ethics training for your organisation, you should request a copy through Leidos' commercial point of contact. Leidos expects the Commodity Supplier to understand, foster, and mirror the ethical conduct expected from our employees in all business transactions. If the Commodity Supplier has cause to believe that Leidos or any employee or agent of Leidos has acted improperly or unethically under this Agreement/Purchase order, the Commodity Supplier shall report such behaviour to the Leidos Ethics Hotline UK found in the following link: https://prism.leidos.com/ethics_and_compliance/ethics__compliance_wiki_articles/leidos_hotline_numbers_ethics. Leidos provides its Code of Conduct for informational purposes only, and makes no representations as to its appropriateness for use outside of Leidos

38.0 Equal Opportunities

38.1 The Commodity Supplier shall not (and shall use reasonable endeavours to procure that any the Commodity Supplier Associated Companies, and any Lower-Tier Subcontractor shall not)

unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment) sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, religion or belief

38.2 Without prejudice to the generality of the obligation in clause 38.1 above, the Commodity Supplier shall not (and shall use reasonable endeavours to procure that any the Commodity Supplier Associated Companies, and any Lower-Tier Subcontractor shall not) unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent legislation in the country where the Services are being performed.

38.3 The Commodity Supplier agrees to use reasonable endeavours to procure the observance of the provisions of this clause 38 by any of its employees, agents or other persons acting under its direction or control who are engaged in the performance of the Services.

38.4 The Commodity Supplier agrees to reflect this Condition 38 in any Lower-Tier Subcontract that it enters into to satisfy the requirements of this Agreement and to require its Lower-Tier Subcontractors to reflect this Condition 38 in their Lower-Tier Subcontracts that they enter into to satisfy the requirements of this Agreement.

38.5 If the Commodity Supplier has received any legal notification of any prosecution or proceedings, brought under the Equality Act 2010, against the Commodity Supplier and/or any the Commodity Supplier Associated Company and/or any Lower-Tier Subcontractor and/or any servants, employees or agents of such persons, the Commodity Supplier shall immediately notify Leidos

38.6 In the event of any finding of unlawful discrimination being made against the Commodity Supplier, any the Commodity Supplier Associated Company or Lower-Tier Subcontractor in relation to the Services due to failure to comply the Commodity Supplier and/or any the Commodity Supplier Associated Company and/or any Lower-Tier Subcontractor with clauses 38.1 and 38.2 or any other relevant legal obligation, during the Term by any court or tribunal, or of an adverse finding in any formal investigation pursuant to any statutory powers or duties by the Equality and Human Rights Commission (or any person and/or body which replaces this) over the same period, the Commodity Supplier shall be responsible for informing the DP and the Authority of this finding promptly upon becoming aware of the same and (if any unlawful discrimination is in any way connected with this Agreement) shall take appropriate steps to the reasonable satisfaction of the Authority and the DP to prevent repetition of the unlawful discrimination and the Commodity Supplier shall indemnify the DP and the Authority against any loss in connection with any such investigation or proceedings. Where any investigation is undertaken by any person and/or body referred to in this clause 38.6 and/or proceedings are instituted in connection with any matter which is, or is alleged to be, contrary to any legislation or codes of practice referred to in this clause 38.2, the Commodity Supplier shall be responsible for itself and any the Commodity Supplier Associated Company or Lower-Tier Subcontractor for:

(A) providing any information requested by the investigation body or relevant court or tribunal or the DP in the reasonable time allotted;

(B) attending any meetings upon reasonable notice as required by the investigation body or relevant court or tribunal or the DP and request any The Commodity Supplier Personnel to attend;

(C)) promptly allowing access to and investigation of any documents or data deemed by the investigation body or relevant court or tribunal or the DP or the Authority to be relevant;

(D) requesting any the Commodity Supplier Personnel to appear as a witness in any investigation or proceedings; and

(E) co-operating as far as reasonably practicable as required by the person or body conducting such investigation or relevant court or tribunal or the Authority.

38.7 The Commodity Supplier shall be responsible for itself and any the Commodity Supplier Associated Company or Lower-Tier Subcontractor promptly providing the DP and the Authority with full written details of any steps taken under clause 38.6.

38.8 The Commodity Supplier shall be responsible for itself and any Commodity Supplier Associated Company or Lower-Tier Subcontractor providing such information as the DP or the Authority may reasonably request for the purpose of assessing the Commodity Supplier, the Commodity Supplier Associated Companies' or Lower-Tier Subcontractors' (as appropriate) compliance with the obligations pursuant to this Condition 38.0 including, if requested, examples of any instructions, recruitment advertisements or other literature and details of the monitoring of applicants and employees.

38.9 Without prejudice the Commodity Supplier shall be responsible for itself and any Commodity Supplier Associated Company or Lower-Tier Subcontractor:

(A) monitoring the representation among their staff of persons of different racial groups (which shall mean groups of persons classified as “ethnic groups” in the most recent official census by the Office of National Statistics or successor body) and of different gender identities or disability (together “minority groups”) having regard to the Authority procedures for monitoring representation among its own employees;

(B) where it appears to the Commodity Supplier, any the Commodity Supplier Associated Company or Lower-Tier Subcontractor in relation to particular work of its employees engaged in the provision of the Services, either that such staff include no members of a particular minority group doing that work or that members of that minority group are under-represented amongst such staff doing that work compared to their representation in the staff as a whole or in the population from which such staff are normally recruited, undertaking the following actions as may be appropriate and practicable (but subject always to its or their statutory obligations not to unlawfully discriminate):

(1) placing and using job advertisements to reach members of such minority groups and to encourage applications;

(2) using employment agencies and career offices in areas where members of such minority groups live and work;

(3) promoting recruitment and training schemes for school-leavers and/or unemployed persons intended to reach members of such minority groups; and

(4) providing appropriate training and the encouragement of members of staff from such minority groups to apply for promotion or transfer to do work in which such minority groups are under-represented. The Commodity Supplier shall upon the expiry of each Agreement Year and within a reasonable time of any request from the DP submit a report to the DP demonstrating compliance with this Condition 38 by it and any Commodity Supplier Associated Company and any Lower-Tier Subcontractors.

38.10 The Commodity Supplier shall:

(A) undertake such acts and provide assistance as the Authority requests so as to enable the Authority to comply with its obligation under section 149 of the Equality Act 2010;

(B) do everything that is required by the Authority so as to enable the Authority to comply with section 149 of the Equality Act 2010;

(C) have proper regard to and comply with the statutory and non-statutory codes of practice and guidance as issued from time to time by the Equality and Human Rights Commission or Secretary of State or other competent The Authority; and

(D) comply with the Authority’s equal opportunities policies as provided to the Commodity Supplier from time to time where the Commodity Supplier Personnel are required to carry out work on premises occupied by or on behalf of the Authority or a Crown Body or alongside The Authority staff.

38.11 The Commodity Supplier agrees to take reasonable efforts to secure the observance of the provisions of clause 38.10 by any of its employees, agents or other persons acting under its direction or control who are engaged in the performance of the Services.

39.0 Child Labour and Employment Law

39.1 In this Condition, "Child Labour Legislation" means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery,

39.2 The Commodity Supplier shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Agreement is being performed.

39.3 The Commodity Supplier agrees to take reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Agreement and to require its Lower Tier subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Agreement.

40.0 Minimum Age

No person under the age of 14, or the legal minimum, if higher, shall be employed or otherwise used by the Commodity Supplier in any way to meet the requirements of the Agreement. In addition a Clause similar to this must be included in all subcontracts relating to the Agreement. The Commodity Supplier should take all reasonable steps to ensure that his Lower Tier subcontractors comply with this condition.

41.0 Sustainable Procurement - Legislative Requirements

41.1 The Commodity Supplier shall take all reasonable steps to procure the observance of [the economic, social and environmental legislation] related to the subject matter or the execution of the Agreement by any servants, employees or agents of the Commodity Supplier and any Lower Tier subcontractors engaged in the performance of the Agreement.

41.2 If the Commodity Supplier becomes aware of any prosecution or proceedings, for criminal breaches of [the economic, social and environmental legislation] related to the subject matter or the execution of the Agreement, against the Commodity Supplier, any servants, employees or agents of the Commodity Supplier and any Lower Tier subcontractors engaged in performance of the Agreement, the Commodity Supplier shall immediately notify the Authority at the address specified in the Agreement.

41.3 Any convictions during the period of the Agreement for criminal breaches of [the economic, social and environmental legislation] related to the subject matter or the execution of the Agreement by the Commodity Supplier or any of the Commodity Supplier's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Agreement.

42.0 Sustainable Procurement - Best Practice

42.1 The Commodity Supplier is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

42.2 The Commodity Supplier shall ensure that the Agreement is carried out in accordance with the social, economic and environmental requirements specified in the Agreement.

43.0 Severability

43.1 If any term contained in this Agreement is held or finally determined to be invalid, illegal or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

43.2 If a provision of this Agreement is held to any extent to be invalid, the Parties shall as soon as reasonably practicable commence negotiations in good faith to remedy that invalidity

44.0 Survival

If this Agreement expires, is completed, or is terminated, The Commodity Supplier shall not be relieved of those obligations contained in the following Conditions:

2, 3, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 25, 27, 28, 38, 44, 48, 49, 50, 51, and Schedules 1 and 4

45.0 Transparency

45.1 The Commodity Supplier agrees that Leidos, and the National Audit Office will have such access to such Data as Leidos reasonably considers necessary and will be entitled to require and receive copies of any such Data on demand to the extent allowed under the Data Protection Legislation. Data will not be disclosed to anyone who is not an employee of or adviser to Leidos without the prior agreement of the Commodity Supplier, save that Leidos may disclose such Data in, or in relation to, any invitation to tender or other competitive process for the provision of the Commodities in relation to the termination of this Agreement.

45.2 The Commodity Supplier shall provide such routine or special written or oral reports as Leidos reasonably considers necessary in respect of any part or the whole of the Commodity Supplier's and Lower-Tier Subcontractor's activities under this Agreement.

45.3 Where the Authority has a Freedom of Information (FOI) request, the Commodity Supplier shall support Leidos in responding to the FOI request in an appropriate manner.

46.0 Import and Export Licences

46.1 If, in the provision of the Commodities, the Commodity Supplier or any Lower-Tier Subcontractor needs to import material into the UK for which an import licence is required, the responsibility for applying for such licence shall rest with the Commodity Supplier or its Lower-Tier Subcontractor, as applicable.

46.2 Leidos shall and shall procure that the Authority shall provide the Commodity Supplier or the Lower-Tier Subcontractor (as applicable) with all reasonable assistance in obtaining any necessary import licence in relation to any defence or security issue that may arise.

46.3 The Commodity Supplier shall notify Leidos promptly if it becomes aware that all or part of the Commodities (including information and software) to be delivered under this Agreement is or will be subject to:

(A) a non-UK export licence, authorisation or exemption; or

(B) any other related transfer control,

that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based on their nationality.

46.4 If requested by Leidos, the DP or the Authority, the Commodity Supplier shall give Leidos, the DP and/or the Authority a summary of every existing or expected licence and restriction referred to in clause 46.3 and any related obligation or restriction to the extent that they place an obligation or restriction on Leidos, the DP and/or the Authority with which Leidos, the DP and/or the Authority must comply, including, to the extent applicable to such obligations or restrictions:

(A) the exporting nation, including the export licence number (where known);

(B) the Commodities (including information and software) affected;

(C) the nature of the restriction and obligation;

(D) the authorised end use and end users;

(E) any specific restrictions on access by third parties, or by individuals based on their nationality, to anything delivered or used in the provision of the Commodities; and

(F) any specific restrictions on the end use or on re-transfer or re-export to third parties of anything delivered or used in the provision of the Commodities.

The Commodity Supplier shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which Leidos, the DP and/or the Authority must comply.

46.5 When an export licence is required from a foreign government for the provision of the Commodities, the Commodity Supplier shall promptly consult with Leidos on the licence requirements and, where the Commodity Supplier is the applicant for the licence, the Commodity Supplier shall:

(A) ensure that when end use or user restrictions, or both, apply to all or any part of the Commodities to be delivered, the Commodity Supplier, unless otherwise agreed with the Authority (through Leidos), identifies in the licence application:

(1) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland ("HM Government"), and

(2) the end use as: For the Purposes of HM Government; and

(B) include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the Ministry of Defence of the United Kingdom".

46.6 If the information required under clauses 46.3 and 46.4 has been provided previously to Leidos, the DP or the Authority by the Commodity Supplier, the Commodity Supplier may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clauses 46.3 and 46.4.

46.7 If the Commodity Supplier becomes aware of any changes in the information notified previously under clauses 46.3, 46.4 and 46.6 that would affect Leidos', the DP's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Commodity Supplier shall notify Leidos, the DP and the Authority promptly of the change.

46.8 If the Commodity Supplier or any Lower-Tier Subcontractor in the provision of the Commodities needs to export material or a Commodity for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Commodity Supplier or that Lower-Tier Subcontractor. Leidos shall, and shall procure that the Authority shall provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regard to any defence or security issue that may arise.

46.9 Where the performance of this Agreement or delivery of the Commodities requires the export of items for which a foreign export licence is required, the Commodity Supplier shall include the dependencies for the export licence application, grant and maintenance with appropriate review points, and shall submit an Export Licence Plan for agreement with Leidos.

46.10 Leidos may make a written request to the Commodity Supplier to seek a variation to the licence conditions to a foreign export licence to enable Leidos, the DP and/or the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If Leidos makes such a request:

(A) the Commodity Supplier shall, and shall procure that (as relevant) all Lower-Tier Subcontractors shall, expeditiously consider whether or not there is any reason for objecting to the request and, where the Commodity Supplier has no objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority;

(B) Leidos shall provide sufficient information, certification and other documentation necessary to support the application for the requested variation; and

(C) Leidos will pay the Commodity Supplier a fair and reasonable charge for this service based on the cost of providing it.

46.11 Where Leidos, the DP and/or the Authority provides materiel (including information and software) to enable the Commodity Supplier to deliver the Commodities, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in the provisions of clause 46.3 above:

(A) Leidos may, or at the request of the Commodity Supplier, undertakes to, give the Commodity Supplier a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Commodity Supplier's ability to deliver the Commodities including, to the extent applicable:

(1) the exporting nation, including the export licence number (where known);

(2) the items or information affected;

(3) the nature of the restriction and obligation;

(4) the authorised end use and end users;

(5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and

(6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected;

(B) the Commodity Supplier shall, and shall ensure that its Lower-Tier Subcontractors, whose access is authorised, shall abide by the lawful restrictions notified by Leidos, the DP and/or the Authority; and

(C) the Commodity Supplier shall notify Leidos immediately if it is unable for whatever reason to abide by any restriction advised by Leidos to the Commodity Supplier under clause 46.11.

46.12 Where restrictions are advised by Leidos, the DP and/or the Authority to the Commodity Supplier under clause 46.11, Leidos and the Commodity Supplier shall act promptly to mitigate their impact.

46.13 Without prejudice to the Government's position on the validity of any claim by a foreign government due to extra-territoriality, Leidos undertakes and shall procure that the DP and the Authority undertake to provide the Commodity Supplier with all reasonable assistance to facilitate the granting of an export licence by a foreign government in respect of the provision of the Commodities.

47.0 Provision of Specified Information for Item Codification

47.1 The Commodity Supplier is required to provide information ("Technical Data") to Leidos for the purpose of Codification.

47.2 In the case of Commodities for which the Commodity Supplier is the Design Control Authority (DCA), the Commodity Supplier shall:

(A) Provide the Technical Data to Leidos, where :

i) the Commodity is not already codified in the NATO Codification System (NCS).

ii) the Commodity Supplier has not previously supplied that Technical Data either in the recommended spares part list supplied by the Commodity Supplier in the initial provisioning phase or under another contract

(B) Where the Commodity has already been NATO codified, supply the NSN(s) to Leidos.

(C) Inform Leidos when and to whom the Technical Data was supplied if the information has previously been supplied by the Commodity Supplier

47.3 In the case of Commodities for which the Commodity Supplier is not the DCA, the Commodity Supplier shall ensure that the Technical Data is supplied, to Leidos either by the Lower Tier Subcontractor DCA or the Commodity Supplier. The Commodity Supplier shall include the terms of this condition in any Lower Tier subcontract(s) to ensure delivery of the cataloguing information

47.4. The cost of supplying any Technical Data required under Clauses 47.1 and 47.2 above, and any other information specifically called for under this Agreement, shall be deemed to have been included in the agreed Agreement price.

47.5. The Commodity Supplier shall provide to Leidos any additional information necessary for Codification to the extent that the Commodity Supplier has the right to do so. The extent of additional information shall be governed by the requirements of the Codification system at that time.

47.6 At any time during the life of the Agreement the Commodity Supplier shall notify Leidos of all modifications or design changes made to a Commodity, which affect the item identification, including reference number changes, Form, Fit or Function

47.7 Subject to the restrictions resulting from Clause 47.9 Leidos and/or the Authority shall have the right, free of charge, to use and copy or have used and copied for the purposes of Codification information supplied under the provisions of this Condition, (use and copying being limited to that necessary for the purposes of codification). Leidos and/or the Authority may convert or have converted any Technical Data provided in whatever format to an alternative format, including digital formats.

47.8. Subject to sub-section 47.9 below, any Technical Information may be included in the databases of codification data which are produced by Leidos/the Authority or any international organisation of which Leidos and/or the Authority is a member and may be made available to other Governments, contractors, organisations or individuals who are authorised to have access to those databases by Leidos/the Authority or the organisation(s) of which either is a member

47.9. The Commodity Supplier shall use best endeavours to ensure that all information supplied under this Condition can be used both for the purposes of Codification and for the purposes set out in sub-section 47.8 above however, where any of the information supplied is marked to indicate it is proprietary in nature the Commodity Supplier shall indicate the restrictions which apply to its use.

47.10. The Codification Authority shall not retain or use the Technical Data supplied under this Condition for any purpose other than Codification

47.11. The requirements set out in Schedule 9 to Terms and Conditions - Codification Requirements shall apply to Item Identification

48.0 Security

The provisions of Schedule 4 to Terms and Conditions - Security shall apply.

49.0 Data Protection

49.1 With respect to the Parties' rights and obligations under this Agreement, the Parties agree that the Authority is the Data Controller and that Leidos and the Commodity Supplier are Data Processors of the Authority Data that constitutes Personal Data, and that each of them shall comply with the provisions of Data Protection Legislation to the extent applicable.

49.2 The Commodity Supplier shall:

(A) process the Personal Data strictly in accordance with the terms of this Agreement and the Authority's lawful instructions (which shall come through Leidos and may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Authority through Leidos to the Commodity Supplier in writing during the Term) and shall not store, disclose or use in any other processes any data or Personal Data except as necessary for the performance by the Commodity Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by Leidos;

(B) ensure that the Personal Data is Processed only to the extent, and in such manner, as is necessary for the provision of the Commodities or as is required by Law or any Regulatory Body (and, for the avoidance of doubt, the Commodity Supplier is entitled to comply fully with any such necessity or requirement despite anything express or implied to the contrary to this Agreement to the extent such necessity or requirement arises out of the Data Protection Act 2018 or the Commodity Supplier's compliance with that Act);

(C) ensure that all appropriate technical and organisational measures are implemented to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction damage, alteration or disclosure to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

(D) take reasonable steps to ensure the reliability of any The Commodity Supplier Personnel who have access to the Personal Data, and ensure that only such of the Commodity Supplier Personnel as may be required to do so shall have access to the Personal Data and that they shall comply with the obligations set out in this clause. The Commodity Supplier shall ensure that any such The Commodity Supplier Personnel have undergone training in Data Protection Legislation and in the care and handling of Personal Data;

(E) obtain prior written consent from Leidos in order to transfer the Personal Data to any Commodity Supplier Related Party for the provision of the Commodities;

(F) ensure that all The Commodity Supplier Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 49;

(G) ensure that none of the Commodity Supplier Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by Leidos;

(H) assist Leidos, the DP and the Authority promptly with all subject access requests which may be received by either Party from Data Subjects, and notify Leidos, the DP and the Authority within five (5) Business Days if it, or any Lower-Tier Subcontractor receives:

(1) a request from a Data Subject to have access to that person's Personal Data; or

(2) a complaint or request relating to Leidos', the DP's or the Authority's obligations under the Data Protection Legislation;

and shall be responsible for itself, and each Lower-Tier Subcontractor providing Leidos, the DP and/or the Authority with full cooperation and assistance in relation to any complaint or request made, including by:

(3) providing Leidos, the DP and the Authority with full details of the complaint or request;

(4) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with Leidos' instructions;

(5) providing Leidos, the DP and the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by Leidos); and

(6) providing Leidos, the DP and the Authority with any information requested by Leidos;

(I) promptly carry out any request from Leidos, the DP and/or the Authority requiring the Commodity Supplier to amend, transfer or delete the Personal Data or any part of the Personal Data;

(J) notify Leidos, the DP and the Authority immediately upon receiving any notice or communication from any supervisory or Regulatory Body which relates directly or indirectly to the processing of the Personal Data;

(K) if requested in writing by Leidos, the DP and/or the Authority from time to time, provide to Leidos, the DP and the Authority a copy of the Personal Data in the format and on the media reasonably specified by Leidos;

(L) permit Leidos, the DP, the Authority or the Authority Representative (subject to reasonable and appropriate confidentiality undertakings and on reasonable notice) to inspect and audit, in accordance with Condition 9 (Right of Audit), the Commodity Supplier's Processing activities (and/or those of any The Commodity Supplier Related Party) and comply with all reasonable requests or directions by Leidos, the DP and the Authority to enable Leidos, the DP and the Authority to verify and/or procure that the Commodity Supplier is in full compliance with its obligations under this Agreement;

(M) provide a written description of the technical and organisational methods employed by the Commodity Supplier for Processing Personal Data (within the reasonable timescales required by Leidos, the DP and/or the Authority) and shall also provide to Leidos, the DP and the Authority assurance in respect of the security of any Personal Data processed by the Commodity Supplier as may be reasonably required by Leidos, the DP and/or the Authority to comply with its obligations under Data Protection Legislation; and

(N) not Process or otherwise transfer any Personal Data outside the EEA without the prior written consent of Leidos (who shall seek consent from the Authority) and, where Leidos consents to a transfer, to comply with:

(1) the obligations of a Data Controller under the General principals for transfers set out in Chapter 5 of the Data Protection Act 2018 by providing an adequate level of protection to any Personal Data that is transferred; and

(2) any reasonable instructions notified to it by Leidos, the DP and/or the Authority.

(O) immediately notify Leidos in writing if the Commodity Supplier suspects or becomes aware of any unauthorised access to any Customer Data or Personal Data by any unauthorised person or third party, or becomes aware of any other security breach relating to Personal Data held or stored by Commodity Supplier under this Agreement or in connection with the performance of the Professional Services, or other services performed under this Agreement, or any Statement(s) of Work (“Data Breach”), The Commodity Supplier shall fully cooperate with Leidos at Commodity Supplier’s expense to prevent or stop such Data Breach.

49.3 The Commodity Supplier shall acquire no rights in any of the Personal Data and shall only be entitled to process it in accordance with its obligations under this Agreement. In addition, the Commodity Supplier shall not delete or remove any proprietary notices contained within or relating to the Personal Data. On termination or expiry of this Agreement, the Commodity Supplier shall immediately cease to use Personal Data and shall arrange for their safe return or destruction as shall be agreed with Leidos, the DP and the Authority at the relevant time (provided always that this clause shall not apply to any Personal Data which the Commodity Supplier has obtained independently of the matters which are the subject of this Agreement).

49.4 In performing its obligations under this Agreement, the Commodity Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause Leidos, the DP or the Authority to breach any of its applicable obligations under the Data Protection Legislation.

49.5 The Commodity Supplier shall fully indemnify and keep Leidos, the DP and the Authority indemnified against all claims, demands, actions, costs, expenses, losses and damages to the extent arising from or incurred by reason of any loss, damage or distress suffered by any person as a result of the loss, destruction or unauthorised disclosure of, or unauthorised access to, Personal Data by the Commodity Supplier or any The Commodity Supplier Personnel as a result of any failure to comply with the provisions of this clause.

50.0 The Authority Data

50.1 Prior to the Effective Date, Leidos shall provide the Commodity Supplier with the Authority Data that it holds in relation to the provision of the Commodities. Such The Authority Data shall be provided on an "as is" basis and no warranty shall be given by Leidos, the DP and/or the Authority as to the state or condition or usefulness of any such The Authority Data.

50.2 The Commodity Supplier shall not (and shall ensure that Lower-Tier Subcontractors shall not):

(A) delete or remove any proprietary notices contained within or relating to any The Authority Data;

(B) store, copy, disclose or use any the Authority Data except as necessary for the performance by the Commodity Supplier of its obligations under this Agreement or as otherwise approved by Leidos;

(C) purport to sell, let, hire, assign rights in or otherwise dispose of the Authority Data; or

(D) make any The Authority Data available to any The Commodity Supplier Related Party or third party unless express permission to do so has been granted by the Authority pursuant to the Prime Contract.

50.3 The Commodity Supplier shall promptly notify Leidos, the DP and the Authority in writing in the event that it, or any The Commodity Supplier Related Party receives a request from the Government of the United States (or anybody with delegated the Authority) for or which includes or may include access to any The Authority Data or the Authority Confidential Information under or pursuant to the USA Patriot Act of 2001 (or any similar legislation). In the event that such a request is made, the Commodity Supplier shall provide such reasonable assistance as Leidos, the DP and/or the Authority requires in connection with the request.

51.0 Confidentiality

51.1 In this clause 51 references to "other party's Confidential Information" shall mean, in the case of Leidos, the Commodity Supplier Confidential Information, and, in the case of the Commodity Supplier, Leidos Confidential Information, the DP Confidential Information and the Authority Confidential Information.

51.2 Prior to the Effective Date and from time to time thereafter, Leidos may disclose to the Commodity Supplier the Leidos Confidential Information, the DP Confidential Information and the Authority Confidential Information and the Commodity Supplier may disclose to Leidos the Commodity Supplier Confidential Information (respectively).

51.3 Except to the extent set out in this Condition 51 or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall (and, in the case of the Commodity Supplier, shall ensure that any The Commodity Supplier Related Party shall):

(A) treat the other Party's Confidential Information (and, in the case of the Commodity Supplier, any Leidos Confidential Information, DP Confidential Information, the Authority Confidential Information or third party's Confidential Information) as confidential and keep it in secure custody (as is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

(B) not disclose such Confidential Information to any other person without the owner's prior written consent and always subject to obligations of confidentiality which are equivalent to those in this clause 51;

(C) promptly notify the other Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any such Confidential Information; and

(D) at the other Party's reasonable request, assist the other Party in taking action to remedy any such unauthorised access, copying, use or disclosure of such Confidential Information.

51.4 Clause 51.3 shall not apply to the extent that:

(A) disclosure is a requirement of Law placed upon the Party making the disclosure, including any order of a court of a competent jurisdiction, the rules of any stock exchange or governmental or regulatory The Authority having the force of law, any requirements for disclosure under the FOIA or the Environmental Information Regulations;

(B) the information was lawfully in the possession of the Party making the disclosure without being subject to an obligation of confidentiality prior to its disclosure by the information owner;

(C) the information was obtained from a third party without being subject to an obligation of confidentiality;

(D) the information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement;

(E) the information is independently developed without access to the relevant Confidential Information; or

(F) the Parties agree otherwise in writing.

51.5 If any Party is required by Law to make a disclosure of Confidential Information, they shall as soon as practicable (and strictly to the extent permitted by Law):

(A) notify in writing of the full circumstances of the required disclosure including the relevant Law and/or Regulatory Body requiring such disclosure and the Confidential Information to which such disclosure would apply;

(B) supply a legal opinion indicating that disclosure is necessary (which may comprise a note of advice from an in-house legal or advice from a solicitors);

(C) consult as to the possible steps to avoid or limit disclosure and take those steps, provided that they do not result in adverse consequences to the Parties (taking into account the principle that may require the Party to take advantage of the maximum time available before making disclosure);

(D) to the extent reasonably possible, seek confidentiality undertakings from the body which is to receive the Confidential Information, the DP Confidential Information and/or the Authority Confidential Information; and

(E) agree in advance the particulars of the Confidential Information, to be disclosed including, in the case of any stock exchange announcement, the relevant wording (provided that compliance with the provisions of this clause 51.5(E) shall not require either party to place itself in breach of any Law).

51.6 The Commodity Supplier shall (and shall ensure that any Commodity Supplier Related Party shall):

(A) implement security practices against any unauthorised copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access and damage or destruction of Leidos Confidential Information, the DP Confidential Information and the Authority Confidential Information including the implementation of and compliance with those security requirements relating to the Leidos Confidential Information, the DP Confidential Information and/or the Authority Confidential Information as set out in the Security Requirements or as otherwise notified by Leidos, the DP and/or the Authority from time to time;

(B) ensure that all copies of Leidos Confidential Information, the DP Confidential Information and/or the Authority Confidential Information which are generated by it shall retain any original marking in accordance with the security marking classification set out in the Security Requirements or as otherwise notified by Leidos, the DP and/or the Authority from time to time; and

(C) ensure that the Leidos Confidential Information, the DP Confidential Information and/or the Authority Confidential Information can be separately identified from the Commodity Supplier's and its Lower-Tier Subcontractor's own information for the purposes of Leidos', the DP's and the Authority's audit rights under this Agreement, and the Commodity Supplier shall return or destroy such information on termination or expiry of this Agreement as instructed by Leidos, the DP or the Authority.

51.7 The Commodity Supplier may only disclose Leidos Confidential Information, the DP Confidential Information and/or the Authority Confidential Information to the Commodity Supplier Personnel who are directly involved in the provision of the Commodities and who need to know such information, and shall have in place at all times sufficient contractual obligations with such The Commodity Supplier Personnel to ensure that such The Commodity Supplier Personnel are aware of and contractually required to comply with these obligations of confidentiality (both during and after their engagement by the Commodity Supplier or any other relevant engaging party) prior to commencing any work in accordance with this Agreement. In the event that the Commodity Supplier, Leidos, the DP or the Authority becomes aware of a breach or suspected breach of such contractual obligations of confidence, notwithstanding clause 51.3(D), the Commodity Supplier undertakes immediately to enforce any such contractual obligations of confidence, upon Leidos', the DP's or the Authority's written request at the Commodity Supplier's cost. The Commodity Supplier acknowledges and agrees that Leidos, the DP and/or the Authority may at any time audit the Commodity Supplier's compliance with this clause 51.7 pursuant to Condition 29 (Monitoring). The terms of this clause 51.7 shall survive termination or expiry of this Agreement.

51.8 The Commodity Supplier shall not, and shall ensure that any The Commodity Supplier Related Party to whom Leidos Confidential Information, the DP Confidential Information and/or the Authority Confidential Information is disclosed in accordance with the terms of this Agreement, does not, use any Leidos Confidential Information, DP Confidential Information and/or The Authority Confidential Information otherwise than for the purposes of providing the Commodities pursuant to this Agreement.

51.9 Nothing in this Agreement shall prevent Leidos from disclosing to the Authority the Commodity Supplier Confidential Information in order for the Authority to disclose the Commodity Supplier Confidential Information:

(A) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to

be disclosed to a third party which is not part of any Crown Body or any Contracting Authority .

(B) to any consultant, contractor or other person engaged by the Authority in connection with the Commodities during the Term;

(C) to any person conducting a major projects The Authority review or equivalent for the purpose of that review;

(D) for the purpose of the examination and certification of the Authority's accounts;

(E) for the purpose of an examination pursuant to the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

(F) to the extent the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(G) to a proposed transferee, assignee or novatee of, or successor in title to, the Authority;

(H) as required under the FOIA or any other freedom of information legislation or any other governmental transparency obligation to which the Authority may be subject from time to time; or

(I) to any potential or actual replacement contractor or any other third party whom the Authority is considering engaging as contemplated or permitted by this Agreement, including a managing agent,

provided that

(J) any person to whom disclosure is made under clauses 51.9(B), 51.9(G) or 51.9(I) is bound in writing to safeguard the Commodity Supplier Confidential Information on reasonable terms;

(K) in respect of clause 51.9(I):

(1) subject to the FOIA or any other freedom of information legislation or any other governmental transparency obligation to which the Authority may be subject from time to time:

(a) no Commercially Sensitive Information shall be disclosed pursuant to clause 519(I); and

(b) subject to clause 51.9(K)(1)(i), the Commodity Supplier Confidential Information may be disclosed pursuant to clause 51.9(I) only to the extent necessary for the purposes of: (i) a tender or procurement process; or (ii) transitioning the provision of the Commodities to a replacement contractor.

51.10 The Commodity Supplier shall return, destroy, erase or deliver up the Leidos Confidential Information, DP Confidential Information and the Authority Confidential Information as instructed by Leidos, the DP or the Authority.

51.11 Nothing in this Condition 51 shall prevent either Party from using any techniques, ideas or Know-How gained regarding how to supply the Commodities under this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of: .

51.12 The obligations with respect to Leidos Confidential Information, DP Confidential Information, The Authority Confidential Information and The Commodity Supplier Confidential Information disclosed under this Agreement shall survive either expiry or termination of this Agreement and shall continue for as long as the information remains confidential.

51.13 Each Party agrees that damages may not be an adequate remedy for any breach of this clause 45 and that the other Party may be entitled to remedies of injunction, specific performance and any other appropriate equitable relief for any threatened or actual breach of this clause 51.

51.14 Leidos, the DP and the Authority shall implement measures against the unauthorised copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access and damage or destruction of The Commodity Supplier Confidential Information.

52.0 Third Party Rights

A person who is not a party to this Agreement shall not have any rights to enforce its terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

53.0 NOT USED

54.0 Entire Agreement

The Parties hereby agree that this Agreement together with the schedules hereto shall constitute the entire agreement and understanding between the Parties and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. In witness whereof, the duly authorised representatives of Leidos and the Commodity Supplier have executed this Agreement on the dates shown below.

THE COMMODITY SUPPLIER:	**LEIDOS SUPPLY LIMITED**
(Company Name)	
x (Signature)	x (Signature)
NAME: (Type or Print)	NAME: (Type or Print)
TITLE:	TITLE:
DATE:	DATE: