



Ministry of Defence

PURCHASE ORDER

Contract No: SHIPACQ218 (to be replaced by CP&F Contract Number)

Contract Name: RIBA [REDACTED] Support

Dated: 15/10/2021

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £122,979).

Contractor	Quality Assurance Requirement (Clause 8)
Name: Royal Institute of British Architects	
Registered Address: [REDACTED]	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Not Applicable	Select method of transport of Deliverables
Address:	To be Delivered by the Contactor
	Each consignment of the Deliverables shall be accompanied by a delivery note.
Progress Meetings (Clause 13)	Progress Reports (Clause 13)
Progress Meetings are to be held in accordance with the Schedule of Requirements	The Contractor is required to submit the following Reports:
	Subject: Not Applicable
	Frequency:
	Method of Delivery:
	Delivery Address:

Payment (Clause 14)
Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name:

Address:

Email:



8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT - Assets in Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

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

Name:

Address:

Email:



9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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



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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

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



(b) U.I.N.

B. JSCS

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

JSCS Fax No. 01869 256837

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

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

6. Intentionally Blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpFormsandPubs@mod.uk

7. Quality Assurance Representative:

Name:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

* NOTE

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

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Contractor Commercially Sensitive Information (Clause 5). Not to be published.
Description of Contractor's Commercially Sensitive Information:
Cross reference to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if Applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 10 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £122,979).</p> <p>Name (Block Capitals): [REDACTED]</p> <p>Position: COMMERCIAL MANAGER</p> <p>For and on behalf of the Contractor</p> <p>Authorised Signatory [REDACTED]</p> <p>Date: 15 October 2021</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): [REDACTED]</p> <p>Position: CEO</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory [REDACTED]</p> <p>Date: 20-Oct-2021</p>
C) Effective Date of Contract:	

SCHEDULE OF REQUIREMENTS

1. Introduction

1.1 [REDACTED]

2. Scope of work

2.1. The Requirement

The [REDACTED] project requires the Contractor to provide independent specialist technical support in accordance with Clause 2.2 of the Schedule of Requirements for the Authority [REDACTED]

2.2. Specialist Technical Support

The Contractor shall provide specialist technical support who can be directed by the Authority to perform the following tasks:

2.2.1. Define/supply interior and exterior aesthetics and user experience evaluation criteria [REDACTED]

2.2.2. Supply guidance for panels, including potentially training sessions and/or attendance at panels [REDACTED]

[REDACTED] including note-taking/collation of feedback;

2.2.3. Provide an architect advisor and/or architects to act as panel member(s) (initial as a list for the Authority to select from, but subject to agreement in consultation with the Authority [REDACTED])

2.2.4. Provide the Authority with guidance and advice on formation of assessment panels, in terms of how these are structured and number of panel members required;

2.2.5. Produce terms of reference that a panel chair can refer to; and

2.2.6. Review of MOD's design brief [REDACTED] to ensure that MOD are communicating design outcomes in the right way to industry and we receive design concepts back which are likely to fit with intent of the brief.

Any additional tasks that are required by the Authority throughout the Contract Term shall be defined and agreed between the Parties in accordance the Clause 21 (Contract Tasking).

2.3. Contract Price

The agreed Contract Price is [REDACTED] This Firm Price is split out as follows:

2.3.1. [REDACTED] RIBA consultancy support to be provided over duration of [REDACTED]

2.3.2. [REDACTED] the professional services being provided by the Architect Advisor.

Payment shall be made in accordance with Condition 14 of the Contract on completion of the Specialist Technical Support in accordance with Clause 2.2 of the Schedule of Requirements.

2.4. Contractor Assurance, Review and Reporting Requirements

The Authority requires the Contractor to measure their own performance and the progress of the tasks. The Authority and the Contractor shall agree the performance and progress metrics that shall be used as the basis for providing assurance using the following:

- 2.4.1. Progress against all tasks;
- 2.4.2. Task priorities;
- 2.4.3. Summary of resource levels over the remaining period of the task; and
- 2.4.4. Risks, opportunity & issues management associated with the tasks

The Contractor shall ensure that the personnel employed to undertake the specialise technical support have the appropriate qualifications and competences to carry out the work to fully meet the requirements detailed in Clause 2.2 of the Schedule of Requirements.

2.5. Document / Information Management

The Contractor shall manage all information artefacts that the Contractor uses or produces to support the [REDACTED] project. This includes all information assets that will need to be provided to / received from other organisations that provide support to the Authority and it shall be handled in accordance the Authority's processes.

2.6. Timescale

The timescales for the specialist technical support is for a fixed duration agreed per individual task. The work must commence within the agreed task period.

2.7. Reporting Arrangements

The Contractor will report directly to the Authority Representative who will co-ordinate task requests, scheduling and security checks.

Schedule 1 – Additional Contract Definitions

Authorised Task	means approved tasks listed in Table 1.1 Schedule 3 that were raised under Schedule 2 (Tasking Procedure)
Completed Task	means completed tasks listed in Table 1.2 Schedule 3 that were raised under Schedule 2 (Tasking Procedure)
Task	means a task raised in accordance with Condition 21
Tasking Proposal	means submission of Part B of Annex A, Schedule 2 (Tasking Procedure)
Task Request	means submission of Part A of Annex A, Schedule 2 (Tasking Procedure)

Schedule 2 – Tasking Procedure

1. Principles and Scope

- a. The Authority will authorise additional work to that contracted for at Contract Award in the Schedule of Requirements, in accordance with the Tasking Procedure.
- b. The Authority will raise such tasks using the Task Approval Form (TAF) as detailed at Schedule 2 Annex A, for required tasks against the Statement of Requirements.
- c. Any discussion that may take place between the Authority and Contractor in connection to any task that has not been approved by signature shall be without prejudice and subject to contract.
- d. The Contractor shall not undertake any work against any Task without the prior written authorisation from the Authority's Contract Representative through Part C of the Task Approval Form. The Authority will not be responsible in any way whatsoever for any work undertaken or costs incurred prior to any Task Approval.

2. Submission of a Task Request

- a. The Authority shall complete Part A of the Task Approval Form ("**Task Request**") at Annex A, Schedule 2 and shall be used to request service activities raised against the Schedule of Requirements. The Authority shall define the content of the work required and formally issue in writing the Task Request.
- b. The Task Request shall be within scope of the Schedule of Requirements and detail the required task, including but not limited to any technical requirements, deliverables, timescales and acceptance criteria.
- c. The Contractor shall be advised by the Authority of a unique task number being used.
- d. The Authority are entitled to withdraw a Task Request at any time.

3. Request for Information or Discussion of Tasking

- a. On receipt of the Task Request, the Contractor can request for further information or discussion relating to the Task Request.
- b. The Authority shall promptly provide the requested information or engage in the requested discussions.
- c. The Authority shall not withhold or delay such request and refuse to provide any further information in order to assist the Contractor.

4. Submission of Task Proposal

- a. The Contractor shall complete Part B of the Task Approval Form at Annex A Schedule 2, Task Approval Form ("**Task Proposal**") and provide the Authority details of the work being carried out and provide a response to confirm full understanding of the Requirement, Deliverables and Acceptance criteria. The Contractor shall provide a firm price quotation for the task.
- b. The Contractor shall ensure that the personnel employed to undertake the Tasks have the appropriate qualifications and competences to carry out the work to fully meet the requirements detailed in the Task Request.
- c. The Contractor shall provide a price breakdown which includes but not limited to (where relevant), labour and materials cost, overheads, profit, man-hours and T&S. The Task Proposal shall be returned by the Contractor within ten (10) Business Days of receipt of the Task Request.
- d. Where the Contractor is unable to provide a Task Proposal within the timescales in accordance with Clause 4.c, the Contractor may request an extension of time. Such request shall be made to the Authority in writing within ten (10) Business Days from receipt of the Task Request.

- e. For any Task Proposal submitted, the Authority reserves the right to request for further evidence of any quotation of task. The Contractor shall not unreasonably withhold or delay such request and refuse to provide any requested information in order to assist the Authority in their assessment.
- f. Any Task Proposal submitted by the Contractor shall be open for acceptance for a period of no fewer than thirty (30) Business Days.

5. Tasking Approval

- a. The Authority shall formally notify in writing authorisation of the Task Proposal from the Authority's Contract Representative through Part C of Annex A Schedule 10 (Task Approval Form).
- b. Subject to receipt of Part C of the Task Approval Form and acceptance of the Task Proposal by the Authority, the Contractor shall proceed with the agreed work accordingly and the task shall become an Authorised Task. A formal Contract Amendment shall be issued in accordance with DEFCON 503 SC1 (Formal Amendments to the Contract) which will include the addition of the agreed task to Schedule 3 (List of Authorised Tasks) and any update to the Contract Price where necessary. Any agreed task working under a Limit of Liability shall require only one Contract Amendment and shall not require subsequent amendments unless the Limit of Liability is required to be increased, at which time the Contract shall be updated.
- c. The Authority shall not unreasonably withhold or delay its agreement to any Task Proposal and reserves the right to reject any Task Proposal and give reasons for its rejection. The Authority shall advise the Contractor of any rejection in writing.

6. Task Management

- a. The Contractor shall maintain a list of all Authorised Tasks and their progress in accordance with the Schedule of Requirements.
- b. If any Authorised Tasks are not subsequently required by the Authority and no work has been undertaken by the Contractor, the Contractor shall agree a cancellation of the Task with the Authority at no additional cost. Where work has commenced the Contractor shall immediately cease all work upon notification by the Authority's Commercial Officer and shall as soon as possible thereafter provide a financial statement of the costs incurred to date. When agreed by the Authority, the sum agreed shall be deducted from the price of the Authorised Task and the balance due to the Contractor shall become payable. The Authority will raise a formal amendment to the Authorised Task and/or Contract as appropriate in accordance with DEFCON 503 SC1 (Formal Amendments to the Contract).
- c. Where the Authority withdraws a Tasking Request in accordance with Clause 2.d. and the Contractor has incurred allowable costs in producing a Task Proposal in accordance with Clause 4, the Contractor shall be entitled to costs reasonably incurred to date and any change to the Contract Price shall be made in accordance with DEFCON 503 SC1 (Formal Amendments to the Contract).

7. Task Completion

- a. Once an Authorised Task has been completed by the Contractor, the Authority shall formally notify in writing their acceptance that the task is complete and shall mark such task as complete in Schedule 3 (List of Authorised Tasks).
- b. Before any task is marked as complete under Schedule 11, the Authority shall ensure all payments are closed in accordance with the Clause 14 (Payment).

Schedule 2 – Annex A - Task Approval Form

Part A – Task Request (To be completed by the Authority)

Contract No.	TAF No.	Issue No.
Contractor	Task Title	

Introduction Background			
Technical Requirements			
Item 1			
Item 2			
Item 3			
Deliverables		Acceptance	
Quality Assurance		Completion Date	
Signed	Name	Post	Date

Task Approval Form Part B – Task Proposal (To be completed by the Contractor)

Contract No.		TAF No.	Issue No.
Task Title		MOD Task Sponsor	
Item	Description	Firm Price	
Item 1			
Item 2			
Item 3			
<i>TOTAL FIRM PRICE FOR THE TASK APPROVAL FORM (Detailed price breakdown to be provided)</i>			
TIMESCALE/COMPLETION DATE			
VALIDITY OF QUOTATION			
Signature	Name	Position	Date

Part C – Task Approval (To be completed by the Authority)

Contract No.	TAF No.	Issue No.
Task Title	MOD Task Sponsor	

Technical Approval			
It is confirmed that the Man-hours and Materials quoted at Part B are considered commensurate with the requirement specified at Part A and therefore recommended for acceptance.			
Signed	Name	Post	Date
Financial Concurrence			
It is confirmed that the requirement detailed in this TAF is financially concurred and that funding as detailed below is available.			
Stage Number	Vote	UIN	Value
Total Value of Financial Concurrence			
Signed	Name	Post	Date
Financial Approval			
It is confirmed that the requirement detailed in this TAF is financially approved and that funding as detailed below is available.			
Stage Number	Vote	UIN	Value
Total Value of Financial Approval			
Signed	Name	Post	Date
Commercial Approval			
Firm prices for all work under this TAF are hereby agreed as detailed below: On satisfactory completion of the work your claim for payment should be submitted in accordance with Condition 36 (Payment and Recovery of Sums Due)			
Stage Number	Description	Firm Price	
Total Firm Price for the Task			
Signed	Name	Post	Date

Schedule 3 – Authorised Task List

Table 1.1 – Authorised Tasks

TAF No.	Task Title	Sch. 2 Ref	Date Approved	Value
Total				

Table 1.2 – Completed Tasks

TAF No.	Task Title	Date Completed	Value
Total			



Ministry
of Defence

**MOD Terms and Conditions for Less
Complex Requirements
(up to £122,979)**

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Commercially Sensitive Information means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the purchase order; and
- (3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

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

5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the

completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

8 Supply of Contractor Deliverables and Quality Assurance

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

9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and

any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
 - f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
 - g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

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

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details

(Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

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

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

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

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

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

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) For:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 76 (SC1)
DEFCON 503 (SC1)
DEFCON 531 (SC1)
DEFCON 534
DEFCON 538
DEFCON 608
DEFCON 609 (SC1)
DEFCON 620 (SC1)
DEFCON 656A
DEFCON 658 (SC1) - the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138."

21 The special conditions that apply to this Contract are:

Contract Tasking

Any Task shall be raised in accordance with Schedule 2 (Tasking Procedure)

22 The processes that apply to this Contract are:

