



Ministry of Defence

Specialist EOD&S, Exploitation and Countermeasures (SEEC) Team

Contract No: 707141451

For: Remote Sensor Network

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And
Team Name and address: Specialist EOD&S, Exploitation and Countermeasures (SEEC) Rowan 1c #8207, MoD Abbey Wood, BRISTOL, BS34 8JH E-mail Address: [REDACTED] Telephone Number: [REDACTED] Facsimile Number: N/A	Contractor Name and address: ROKE MANOR RESEARCH LIMITED Old Salisbury Lane Romsey Hampshire SO51 0ZN E-mail Address: [REDACTED] Telephone Number: [REDACTED] Facsimile Number: N/A

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Appendix to Contract

DEFFORM 111 – Appendix to Contract

Annexes to Contract

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Annex B – Spares Pricing
Annex C – Repairs Pricing
Appendix A to Annex C – Repair Survey template
Annex D – Labour Rates
Annex E - Tasking Form
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Annex G – Government Furnished Assets
Annex H – DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions
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Annex L – Payment Plan
Annex M - Social Value Plan
Annex N - Assumptions Exclusions and Dependencies
Annex O – TUPE
Annex P – DEFFORM 701 – Head Agreement for Licence Terms for Commercial Software Purchased by the Secretary of State for Defence

1. SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer ROKE MANOR RESEARCH LIMITED Old Salisbury Lane, Romsey, Hampshire, SO51 0ZN	MINISTRY OF DEFENCE	Tender No 707141451
	Schedule of Requirements for Remote Sensor Network	
Issued With DEFFORM 47	On 1 April 2025 (contract effective date)	Previous Contract No N/A

Requirements

Item Number	Description	Delivery / Duration	Firm Price £ (ex-VAT) unless otherwise stated ¹
1	In-Service Support and Framework Management in accordance with the Statement of Work at Annex A	Five years from Contract Award	[REDACTED]
2	Provision of Spares in accordance with Condition 7.1	Five years from Contract Award, items to be delivered in accordance with the spares ordering process at Condition 7.1	Priced in accordance with Annex B – Spares Prices
3	Provision of Repair Services in accordance with Annex A SOW 28	Five years from Contract Award, items to be priced and delivered in accordance with the repairs services process at Annex A SOW 28	Priced in accordance with Annex C – Repair Service Prices
4.	Framework Tasking in accordance with Condition 4.2	Five years from Contract Award	Priced in accordance with the Framework Tasking Process at Condition

Contract Options¹			
<u>5</u>	<u>Option Year 6</u>	Upon completion of Year 5	[REDACTED] ²
5a	In-Service Support and Framework Management in accordance with the Statement of Work at Annex A		
5b	Provision of Spares in accordance with Condition 7.1	One year from completion of Year 5, items to be delivered in accordance with the spares ordering process at Condition 7.1	Priced in accordance with Annex B – Spares Prices
5c	Provision of Repair Services in accordance with Annex A SOW 28	One year from completion of Year 5, items to be priced and delivered in accordance with the repairs services process at Annex A SOW 28.	Priced in accordance with Annex C – Repair Service Prices
5d	Framework Tasking in accordance with Condition 4.2	One year from completion of Year 5	Priced in accordance with the Framework Tasking Process at Condition
<u>6</u>	<u>Option Year 7</u>	Upon completion of Year 6	[REDACTED] ³
6a	In-Service Support and Framework Management in accordance with the Statement of Work at Annex A		
6b	Provision of Spares in accordance with Condition 7.1	One year from completion of Year 6, items to be delivered in accordance with the spares ordering process at Condition 7.1	Priced in accordance with Annex B – Spares Prices

¹ Options to be managed in accordance with Condition 4.4

² To be calculated using the Variation of Price Condition 4.3

³ To be calculated using the Variation of Price Condition 4.3

[Redacted under exemptions set out by the Freedom of Information act]

6c	Provision of Repair services in accordance with SOW 28	One year from completion of Year 6,, items to be priced and delivered in accordance with the repairs services process at SOW 28	Priced in accordance with Annex C – Repair Service Prices
6d	Framework Tasking in accordance with Condition 4.2	One year from completion of Year 6	Priced in accordance with the Framework Tasking Process at Condition 4.2
<u>7</u>	<u>Tasking Issued with ITN – Optional tasks</u>	As Defined within the Tasks	Firm Price
7.1	Task 1 - [REDACTED]		[REDACTED]
7.2	Task 2 - [REDACTED]		[REDACTED]

[Redacted under exemptions set out by the Freedom of Information act]

2. GENERAL CONDITIONS

DEFCON501 (Edn.10/21) - Definitions and Interpretations

DEFCON503 (Edn.06/22) - Formal Amendments to Contract

DEFCON515 (Edn.06/21) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) – Equality.

Note: This condition is not applicable to overseas contractors unless part of the performance from them or their sub-contractors or suppliers is taking place in the UK.

DEFCON518 (Edn.02/17) – Transfer

DEFCON520 (Edn.10/23) - Corrupt Gifts and Payments of Commission

DEFCON526 (Edn.08/02) – Notices

DEFCON527 (Edn.09/97) – Waiver

DEFCON528 (Edn.10/23) - Overseas Expenditure, Import and Export Licences

DEFCON529 (Edn.09/97) – Law (English)

DEFCON530 (Edn.12/14) - Dispute Resolution (English Law)

DEFCON531 (Edn.09/21) - Disclosure of Information

DEFCON 532A (Edn. 12/22) - Protection of Personal Data (Where Personal Data is not Being Processed on Behalf of the Authority)

DEFCON537 (Edn.12/21) - Rights of Third Parties

DEFCON538 (Edn.06/02) – Severability

DEFCON539 (Edn.01/22) – Transparency

DEFCON 540 (Edn. 05/23) - Conflicts of Interest

DEFCON550 (Edn.02/14) - Child Labour and Employment Law

DEFCON 565 (Edn. 07/23) Supply Chain Resilience and Risk Awareness

Note: The Contractor shall provide supply chain information within 1 month of Contract Award and shall report against the requirements of this DEFCON on an annual basis and immediately when the Contractor has identified a new supply chain risk.

DEFCON566 (Edn.10/20) - Change of Control of Contractor

DEFCON604 (Edn 06/14) – Progress Reports

DEFCON606 (Edn. 07/21) – Change And Configuration Control Procedure

DEFCON607 (Edn. 05/08) – Radio Transmissions

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

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

Note. Applies to all Records other than those records covered under DEFCON 21.

DEFCON620 (Edn.06/22) - Contract Change Control Procedure

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

DEFCON658 (Edn.10/22) – Cyber

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

DEFCON 659A (Edition 02/24) - Security Measures

Note: For the purposes of DEFCON 659A, the SECRET matter of the Contract is defined at Annex K – Security Aspects Letter

DEFCON660 (Edn. 12/15) – Official Sensitive Security Requirements

Note: For the purposes of DEFCON 660, the OFFICIAL SENSITIVE matter of the Contract is defined at Annex K – Security Aspects Letter

DEFCON670 (Edn.02/17) – Tax Compliance

DEFCON 671 (Edn. 10/22) – Plastic Packaging Tax

2.1 General Obligations

2.1.1 The Contractor shall perform all work and provide the Contract Deliverables from the Effective Date in accordance with all the obligations of the Contractor in the Contract, including those requirements contained within:

- 2.1.1.1 Annex A - Statement of Work,;
- 2.1.1.2 The Framework Taskings contracted over the duration of the Contract;
- 2.1.1.3 Annex J - Contract Deliverables including Schedule for Delivery

The Contractor undertakes to the Authority that he shall perform all work and provide the Contract Deliverables:

- 2.1.1.4 in accordance with the terms and conditions of this Contract;
- 2.1.1.5 in accordance with Good Industry Practice;
- 2.1.1.6 in accordance with all relevant Legislation;
- 2.1.1.7 in accordance with all Necessary Consents; and
- 2.1.1.8 to the Authority or the Representative of the Authority.

2.1.2 The Contractor shall at all times act in good faith towards and co-operate fully with the Authority, its agents, representatives, and contractors.

2.1.3 The Contractor shall in consultation with the Authority and where appropriate develop such policies and procedures which are likely to improve performance of its obligations under this Contract and shall comply with such policies and procedures once they have been agreed with the Authority through a formal contract amendment.

2.1.4 If the Contractor fails to perform the work or otherwise comply with its obligations in accordance with the Contract the Authority may, in addition to its other rights and remedies, require the Contractor to re-perform the relevant work or obligations.

2.2 Order of Precedence

2.2.1 In the event of any inconsistency between the provisions of the Contract and/or between this Contract and any other document referred to in the Contract, then the following order of precedence shall apply:

2.2.1.1 Terms and Conditions

2.2.1.2 Annex A (Statement of Work)

2.2.1.3 All other Annexes (including all Appendices and Attachments)

2.2.1.4 The Framework Taskings placed throughout the duration of the Contract

2.2.2 Where there is a conflict or inconsistency between any of the Standards included in the Contract the order of precedence shall be:

2.2.2.1 Allied Publications and NATO Standards

2.2.2.2 Defence Standards

2.2.2.3 British Standards and International Standards

2.2.2.4 All remaining reference standards

2.2.3 If a Party to this Contract becomes aware of any inconsistency within or between the documents referred to in Conditions 2.2.1 or 2.2.2 such Party's Representative shall notify the other Party's Representative forthwith and the Parties will seek to resolve such inconsistency, and if either Party considers the inconsistency material, then the matter shall be determined in accordance with DEFCON530 (Dispute Resolution).

2.3 Definitions

2.3.1 In addition to the provisions of DEFCON 501 (Definitions and Interpretations), the following words and expressions shall apply to this Contract unless the context requires otherwise:

Abatement	Means an amount deducted from the quarterly payment for In-Service Support (Line Item 1) resulting from a Red or Amber KPI.
Amendment	Means a change or amendment to the Contract in accordance with DEFCON 503
Allied Quality Assurance Publications (AQAP)	NATO Standards are available from NSO NSDD (nato.int)

OFFICIAL-SENSITIVE COMMERCIAL

Articles	Means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity 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 of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
Assets	Means a resource that has a financial value.
Assignee or transferee	Means a person to whom responsibility is transferred.
Authorised Demander	The person detailed at Box 4 of the DEFFORM 111 at Appendix 1 to the Contract.
Authority's Commercial Officer	Means the person specified within Box 1 of DEFFORM 111 or its authorised representative.
Authority's Operating Centre Commercial Head	Means DES LE Comrcl Hd
Authority's Project Manager (APM)	Means the person specified within Box 2 of DEFFORM 111 or its authorised representative.
Authorisation to Proceed	Means approval given by the Authority for the Contractor to commence work.
Beyond Economical Repair (BER)	Where a repair would be impracticable or uneconomical. For the purposes of this Contract an item is considered BER when the cost of repair is >75% of the price of a replacement.
Contract Term	Means the period between the Contract Effective Date and the Expiry Date or Termination Date.
Contractor Default	Means any one or more of the following: <ul style="list-style-type: none"> a) A breach by the Contractor of any of its obligations under this Contract which materially affects the performance of the Services and/or the Contractor's other obligations under this Contract (other than any other breaches listed in this definition); b) The occurrence of a Persistent Breach; c) The occurrence of the circumstances referred to in DEFCON 515 (Bankruptcy and Insolvency) d) Subject to DEFCON520 (Corrupt Gifts and Payment of Commission), the occurrence of the circumstances referred to in DEFCON520 of DEFCON520 (Corrupt Gifts and Payment of Commission) e) a breach by the Contractor of DEFCON 660 (Official Sensitive Security Aspects) or DEFCON 569A (Security Measures) f) a breach by the Contractor of Condition 2.18 (Sub-Contracts)

	<p>g) a breach by the Contractor of DEFCON 566 (Change of Control of Contractor)</p> <p>h) the Contractor commits a breach of this Contract which results in the criminal investigation, prosecution and conviction of the Contractor or any subcontractor under the health and safety Legislation;</p> <p>i) the occurrence of the circumstances referred to in Unsatisfactory Performance within Condition 7.47.4.9 (Key Performance Indicators).</p>
Contracting, Purchasing & Finance (CP&F)	Means the electronic procurement tool used by the Authority.
Contractor's works	Means the Contractors place of business which it will use to complete the appropriate work required by the Authority.
Delivered Duty Paid	This means that the Contractor bears all the costs associated with transportation of the goods to the named destination.
Dependency Failure	A failure of a Contract dependency as listed in Annex N that has, as a direct result, made the Contractor unable to comply with its obligations under this Contract.
Dependency Failure Notification	A notification from the Contractor that a Dependency Failure has occurred. There is a requirement that this should be raised prior to the Contractor claiming relief.
Design Authority	The Design Authority is responsible for ensuring that the consequences of any design decision are understood. The Design Authority maintains a consistent, coherent and complete perspective of the programme design, defining the programme critical interfaces, such that business operations can be changed and benefits secured in a coordinated manner across the organisation.
Disaster Recovery Plan	A disaster recovery plan (DRP) is a documented, structured approach with instructions for responding to unplanned incidents.
Effective Date	Means the date of the Acceptance of Offer of Contract as detailed in the signature block
End User Certificate	Means a Certificate required by some governments with export controls to identify the end user.
Exit Plan	Means the plan to be provided by the Contractor pursuant to Condition 7.10
Expiry Date	Means the Contract end date as defined under Contract Condition 2.4 Duration
Ex Works	For the purposes of delivery, the Contractor's responsibility is to make the goods available at their premises at the time stated in the Contract. The goods should be packaged and marked in accordance with the Contract.

Force Majeure Event	<p>Means the occurrence after the Contract Effective Date of any event or occurrence which is outside the reasonable control of the Affected Party and which is not attributable to any act of or failure to take reasonable preventative action by the Party concerned, including without limitation:</p> <ul style="list-style-type: none"> a) war, civil war, armed conflict or terrorism; or b) Nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of a breach of this Contract by the Contractor or its subcontractors; or c) Pressure waves caused by devices travelling at supersonic speeds; <p>which directly causes the Affected Party to be unable to comply with its obligations under this Contract or any Core or Supplementary Task.</p>
Form Fit Function	<p>A resolution to an Obsolescence Issue that replaces an article with a suitable and appropriate substitute article that does not require significant additional redesign or modification.</p>
Good Industry Practice	<p>Means the exercise of such degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced person seeking to comply with its contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably apply to or to be expected from that person, complying with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Contractor or any sub-contractor.</p>
Government Assets (GFA) Furnished	<p>Means equipment and other MOD assets that are provided to industry in support of contracts, consisting of the following as defined within DEFCON 501(Definitions and Interpretations):</p> <p>Issued Property</p> <p>Government Furnished Resource (GFR)</p> <p>Government Furnished Information (GFI)</p> <p>Government Furnished Facilities (GFF)</p>
Government Quality Assurance Representative (GQAR) / Quality Assurance Representative (QAR)	<p>Means the Authority's Quality Assurance Officer as detailed in Box 7 of DEFFORM111 at Appendix 1 to the Contract, or his nominated representative.</p>
Information	<p>Means any information scientific, technical or otherwise irrespective of the manner in which it is presented including</p>

	in the form of software and whether or not it is protected or capable of protection as Intellectual Property.
Intellectual Property or IP	Means patents, utility models, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; database and topography rights, confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.
Liquidated Damages	Liquidated Damages are a remedy available to a contracting party to compensate for the financial loss suffered as the result of a proven breach of contract.
Necessary Consents	Means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the purposes of the Contractor's obligations under this Contract, whether required in order to comply with Legislation or as a result of the rights of any third party.
Obsolescence Concern	As a result of a proactive approach, a future obsolescence issue has been identified. A resolution needs to be developed and implemented to minimise the impact on future availability, and cost to, the project.
Obsolescence Issue	An item within a project has been declared obsolescent. A resolution needs to be identified and implemented to minimise the impact on availability, and cost to, a project.
Obsolescence Resolution	A resolution type that, as a result of an obsolescence concern or obsolescence issue, is required to be implemented to provide a through life solution.
Operational Equipment	Means assets used in-service
Prohibited Act	<p>Means any instance of the Contractor or any of its employees, agents or Sub-Contractors (or anyone acting on behalf of such persons), with or without the knowledge or authority of the Contractor:</p> <ul style="list-style-type: none"> (a) Offering, giving or agreeing to give to any Crown servant any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Crown; or (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;

	<p>(b) entering into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the Contract is entered into, 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;</p> <p>(c) committing any offence where the Contractor is an individual or a firm:</p> <p>(i) under the Prevention of Corruption Acts 1889-1916;</p> <p>(ii) under Legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts, in relation to this Contract or any other contract with the Crown; or</p> <p>defrauding, attempting to defraud or conspiring to defraud the Crown</p>
Parties	Means the Authority and Contractor collectively and excluding any other third party.
Performance Failures	Performance Failures pursuant to contract condition 7.3 means failure to meet the key performance indicators identified at Annex I
Performance Levels	Means the performance criteria, parameters and requirements standards to which the Contractor shall complete the work, as set out at Annex A (Statement of Work) and Annex I (KPIs)
Persistent Breach	<p>Means 3 (three) or more breaches (the Subsequent Breaches) by the Contractor of the same one of its obligations under this Contract, provided:</p> <p>a) that the Authority has previously served on the Contractor a notice in writing (Warning Notice) correctly stating that the Contractor has, in the 6 (six) month period prior to the service of such Warning Notice, breached such obligation under this Contract on 3 (three) or more occasions; and</p> <p>That the Contractor's Subsequent Breaches on such obligation take place during the 6 (six) month period following the service of such Warning Notice;</p>
Purchase Order	An generated order on CP&F that authorises a transaction.

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Quality Assurance	Means the systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quarter	Means a recurring three month period from the Contract Effective Date.
Replacement Contractor	Means any third party contractor providing the Services appointed by, or which may be appointed by, the Authority and/or, where Services are to be provided by the Authority.
Risk Register	Means a list of all associated project risks
Rough Order of Magnitude (ROM)	An initial estimate of the cost of a project or parts of a project, particularly with reference to innovative solutions for Taskings.
Safety Panel Meetings	Is set out in DEF STAN 00-56 Section 8 - Safety Committee
Standard	a required level of quality or attainment
Step-in Notice	<p>The Authority shall notify the Contractor's Representative of the following:</p> <ul style="list-style-type: none"> a) the action it wishes to take; b) the reason for such action; c) the date it wishes to commence such action; d) the time period which it believes shall be necessary for such action; and <p>to the extent practicable, the effect on the Contractor and its obligation to provide the Services during the period such action is being taken.</p>
Strip and Survey	Upon receipt of an item, the Contractor shall strip and provide an assessment of the level of the repair required.
Sub-Contractor	Means those persons who may enter into a Sub-Contract with the Contractor.
Support and Test Equipment	<p>Means all equipment (mobile or fixed) required to support the operation and maintenance of a product comprising of:</p> <ul style="list-style-type: none"> a) Test and Measurement Equipment (TME) introduced for MoD requirements is defined as the range of items which are utilised to provide an indication of system, equipment or component serviceability and/or evaluate the ability of the system or equipment to meet precisely defined performance or measurement standards. b) Support Equipment (SE) covers a vast range of items from basic tools to complex ISO containerised workshops. SE can be classed as: <ul style="list-style-type: none"> i. Project Specific, or Special, which support a specific Product, Service, or System (PSS). ii. Non-Project Specific, or General, which support a number of PSS.

Termination Date	Means a date prior to the Expiry Date on which the Contract is terminated in accordance with the terms of this Contract, or otherwise lawfully terminated.
Turnaround Time (TAT)	Upon receipt of both the Order and the associated Article(s) (if applicable), the Contractor shall undertake the process to meet the contractual turnaround time. The turnaround time for each Article is fixed from receipt of Order and Article(s) (if necessary) up to the date of delivery to the Authority, or its nominated agent.
SEEC	Specialist Explosive Ordinance Disposal & Search, Exploitation and Countermeasures Team – the DE&S team responsible for managing this Contract.
Working Day	Shall have the same meaning as that defined for “business day” in DEFCON 501.

Table 1 – Definitions

2.3.2 Notwithstanding the provisions of DEFCON 501 (Definitions and Interpretations), for the purposes of the Contract, except where the context otherwise requires:

- 2.3.2.1 a reference in this Contract to any Condition, Condition, Paragraph, Schedule, Part, Appendix or Attachment is, except where it is expressly stated to the contrary, a reference to such Condition, Condition, Paragraph, Schedule, Part, Appendix or Attachment of this Contract
- 2.3.2.2 references to any documents being “in the agreed form” shall mean such documents have been accepted by the Authority pursuant to Condition 7.5 (Deliverable Documentation);
- 2.3.2.3 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees and references to a public organisation (other than the Authority) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation;
- 2.3.2.4 headings are for convenience only;
- 2.3.2.5 words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words;
- 2.3.2.6 the word “shall” is used exclusively to indicate that the associated requirement is mandatory;
- 2.3.2.7 the word “will” is used to indicate that the associated statement is explanatory material provided in support of the specified provisions or actions, or an

assumption, or desirable or indicates a philosophy to be adopted the fulfilment of which is outside the scope of the Contract;

2.3.2.8 the General Conditions, Special Conditions, and Schedules, Parts, Appendices and Attachments to this Contract form part of this Contract and shall be taken into account in the interpretation of this Contract;

2.3.2.9 any decision, act, or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by any person authorised, either generally or specifically, by the Authority to take or do that decision, act, or thing on behalf of the Authority; and

2.3.2.10 unless otherwise excluded within the terms of this Contract or where required by law:

2.3.2.10.1 references to submission of documents in writing shall include electronic submission;

2.3.2.10.2 any requirement for a document to be signed or references to signatures shall be construed to include electronic signature. The formal method of authentication in relation to electronic signature as agreed between the Parties and to be employed under the Contract shall be email correspondence between the Authority's representatives as defined at DEFFORM 111 or as otherwise explicitly nominated under any provision of the Contract or such authorised representative as is mutually agreed between the Parties.

2.4 Duration

2.4.1 The Contract shall be effective from the Contract Effective Date and shall continue for a period of five years from Contract Award until the expiry date, unless it is terminated earlier in accordance with the provisions hereof or it is extended through formal amendment by the taking up of the exercisable options as detailed in Condition 4.6 to this Contract.

2.4.2 Any work against the Statement of Work shall be completed within the period detailed at 2.4.1 above. No new work shall be raised after this date. However, any work in respect of Line Item 4 raised before this date, may continue past the date specified. The Terms and Conditions of this Contract shall survive beyond termination of this Contract for those tasks that may continue past the date of the Contract until the obligations under those tasks are discharged.

2.5 Assumptions, Dependencies and Exclusions

2.5.1 The assumptions, exclusions and dependencies upon which this Contract is based shall be as listed at Annex N to this Contract (Assumptions, Dependencies and Exclusions).

2.5.2 If and to the extent that as a direct result of the occurrence of a Dependency Failure the Contractor is unable to comply with its obligations under this Contract then the Contractor shall be entitled to apply for relief from those of its obligations as are affected by such Dependency Failure in accordance with this Condition 2.5 (Assumptions, Dependencies and Exclusions).

This Condition shall not relieve the Contractor of its obligations under Condition 2.6 (Commercial Risk)

2.5.3 To obtain relief the Contractor must:

2.5.3.1 as soon as reasonably practicable and in any event within 10 (ten) Working Days after the Contractor becomes aware that a Dependency Failure has affected or is likely to affect the ability of the Contractor to perform its obligations under this Contract, give the Authority a Dependency Failure Notice which shall contain:

2.5.3.1.1 full details of the nature of the Dependency Failure;

2.5.3.1.2 the date of occurrence of the Dependency Failure;

2.5.3.1.3 the likely duration of the Dependency Failure;

2.5.3.1.4 identification of the cause or likely cause of the Dependency Failure;

2.5.3.1.5 full details of its claim for relief from its obligations under this Contract; and

2.5.3.1.6 its proposals either for remedying or mitigating the effects of the Dependency Failure, which shall include:

2.5.3.1.6.1 a full description of any additional works of services;

2.5.3.1.6.2 a timetable for such works and services;

2.5.3.1.6.3 information on who will carry out such works and services; and

2.5.3.1.7 full details of the cost of such works or services.

2.5.4 demonstrate to the reasonable satisfaction of the Authority that:

2.5.4.1 the Contractor could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring material cost;

2.5.4.2 the Dependency Failure directly caused the need for relief from its obligations under this Contract;

2.5.4.3 the relief could not reasonably be expected to be mitigated or recovered by the Contractor acting in accordance with Good Industry Practice, without incurring material cost;

2.5.4.4 the Contractor is using reasonable endeavours to perform the Contractor's obligations under this Contract notwithstanding the occurrence of the Dependency Failure; and

2.5.4.5 notify the Authority's Representative if at any time the Contractor receives or becomes aware of any further information relating to the Dependency Failure, giving details of that information to the extent that such information is new or renders information previously submitted materially inaccurate or misleading.

2.5.5 The Authority shall confirm whether it agrees that the information received from the

Contractor, and the relief claimed. If the Parties cannot agree such information and/or the relief, the Parties shall resolve the matter in accordance with DEFCON530 – Dispute Resolution.

2.5.6 If a Dependency Failure Notice is not provided within the timeframe referred to in Condition 2.5.3.1, the Contractor shall not be entitled to any relief in respect of the Dependency Failure concerned.

2.5.7 Subject to Condition 2.5.8, the Contractor shall be entitled to relief from its obligations under this Contract only in respect of performance of the Contractor's obligations under this Contract arising after the date on which the Dependency Failure occurred.

2.5.8 The Contractor acknowledges and agrees that any relief and agreed by the Parties in accordance with this Condition 2.5 (Assumptions, Dependencies and Exclusions) shall be in full and final settlement of any claim for relief from its obligations it has in respect of the Dependency Failure. The occurrence of a Dependency Failure shall not entitle the Contractor to any additional compensation save in the case where the Contractor has not been reasonably able to avoid additional costs, expenses or losses as a consequence of the Dependency Failure in which case it shall be entitled to recovery of the same from the Authority (subject to reasonable supporting information being provided).

2.5.9 The Contractor shall not be entitled to any common law or equitable rights including rights to damages or to any other rights under contract, tort or otherwise in relation to any Dependency Failure other than as set out in this Condition 2.5 (Assumptions, Dependencies and Exclusions).

2.5.10 Where the Authority, in its absolute discretion, notifies the Contractor that the Authority wishes the Contractor to implement some or all of the proposals identified in the Dependency Failure Notice as set out in Condition 2.5.3.1, the Contractor shall implement them to the extent required by the Authority.

2.6 Commercial Risk

2.6.1 The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

2.6.1.1 particular risks and their impact; or

2.6.1.2 risk reduction measures, contingency plans and remedial actions shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract.

Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

2.7 Transfer of Undertakings (Protection of Employment) (TUPE)

2.7.1 In the event that TUPE applies at the expiry or termination (in whole or in part) of this Contract the provisions at Annex O shall apply.

2.8 Sustainable Procurement - Legislative Requirements

2.8.1 The Contractor shall take all reasonable steps to procure the observance of legislation related to the subject matter or the execution of the Contract by any servants, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract.

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

2.8.3 Any convictions during the period of the Contract for criminal breaches of the legislation related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Contract.

2.9 Exclusion of Russian and Belorussian Suppliers from the Supply Chain

2.9.1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

2.9.1.1 The Contractor Deliverables and/or Services contain any Russian / Belorussian products and/or services; or

2.9.1.2 that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:

2.9.1.2.1 registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

2.9.1.2.2 which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2.9.2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the

Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

2.9.3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

2.9.4 The Contractor shall include provisions equivalent to those set out in this Condition in all relevant Sub-contracts.

2.10 Social Value

2.10.1 The Contractor shall deliver Social Value in accordance with Annex M to this Contract. The Contractor shall report against delivery of Social Value in the quarterly progress meetings and performance shall be monitored against the Key Performance Indicators at Annex I.

2.10.2 The Contractor shall periodically review the Social Value plan to identify new ways to deliver Social Value and to deliver continuous improvement.

2.11 Contractor's Warranties and Undertakings

Contractor Warranties

2.11.1 The Contractor warrants to the Authority that as at the Contract Effective Date:

- 2.11.1.1 it has the corporate power to enter into and to exercise its rights and perform its obligations under this Contract and any Sub-Contracts;
- 2.11.1.2 it is not subject to any claim, litigation, arbitration, proceedings or any other obligation which shall or is likely to have a material adverse effect on the ability of the Contractor to perform its obligations under this Contract;
- 2.11.1.3 in entering into this Contract it has not committed any Prohibited Act and for this purpose only the words "or any of its employees, agents or Sub-Contractors (or anyone acting on behalf of such persons), with or without the knowledge or authority of the Contractor" in the introduction of the definition of Prohibited Act shall be deleted; and
- 2.11.1.4 so far as it is aware, there is not, not has there been, any infringement or alleged infringement of any third party's IPR in connection with this Contract
- 2.11.1.5 And the Authority relies upon such warranties.

Contractor Undertakings

2.11.2 The Contractor undertakes that for so long as this Contract remains in full force:

- 2.11.2.1 it shall give the Authority notice of any litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator, administrator or adjudicator or mediator or Relevant Authority ("Dispute Forum") against itself or a Sub-Contractor which would adversely affect, to an extent which is material in the context of this Contract, the Contractor's ability to

perform its obligations under this Contract, unless such notice is precluded by the rules of the Dispute Forum, provided that notice shall be given within 20 (twenty) Working Days of the Contractor becoming aware such proceedings may be threatened or pending, and immediately after the commencement thereof;

2.11.2.2 it shall not undertake the performance of its obligations under this Contract otherwise than through itself or a Sub-Contractor; and

2.11.2.3 it shall not commit any Prohibited Act and for this purpose only the words “or any of its employees, agents or Sub-Contractors (or anyone acting on behalf of such persons), with or without the knowledge or authority of the Contractor” in the introduction of the definition of Prohibited Act shall be deleted.

2.12 Status of Contractor Warranties and Undertakings

2.12.1 None of the warranties, undertakings, indemnities and other obligations made, given or undertaken by the Contractor in this Contract shall be given limited constructions by reference to another.

2.13 Export Licences

2.13.1 It shall be the sole responsibility of the Contractor to obtain in a timely manner any import licence(s), export licence(s) and/or customs clearance(s) into the UK, or elsewhere, required in order to perform any of its obligations under the Contract. The Contractor shall be responsible for all duties, taxes, levies and imposts charged in connection with any import and/or export.

2.13.2 The Contractor shall be responsible for issuing in a timely manner any End User Certificate(s) required in order to perform any of its obligations under the Contract.

2.13.3 In the event that the Contractor fails to deliver any of the requirements under the Contract by reason of a failure to obtain or maintain the necessary import licence(s), export licence(s), customs clearance(s) and/or End User Certificate(s), then without prejudice to any other Terms and Conditions of the Contract, the Authority shall be entitled to deem this as a Material Breach pursuant to contract condition 7 of this Contract.

2.13.4 The Contractor shall inform the Authority at the earliest opportunity of the route by which he intends to obtain export licence approval in order to satisfy delivery requirements under the Contract. In particular, where the Contractor chooses to use a Technical Assistance Agreement (TAA) or Manufacturing Licence Agreement (MLA), the Contractor shall promptly notify the Authority and shall not seek approval for the TAA or MLA from the Government concerned without first negotiating its contents with the Authority.

2.14 US-UK Defense Trade Cooperation Treaty

2.14.1 Should the Contractor intend to supply Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), the Contractor shall in furtherance of its compliance with DEFCON 528 inform the Authority so that the Authority can make a decision whether the export can or cannot be made under the auspices of the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Contractor. If the Authority decides that use of the Treaty for the export is permissible, it is nevertheless the responsibility of the Contractor to make a final decision whether it wishes to avail itself of that route for the export concerned.

2.14.2 Where any of the Articles are subject to ITAR control on delivery to the Authority under the Contract and the Contractor or one of its suppliers subsequently wishes to convert that control to that available under the Treaty instead either during the Contract term or at any time thereafter, the Contractor or its supplier as the case may be shall not do so without first obtaining the prior written consent of the Authority.

2.15 Contractor's Responsibility

2.15.1 Notwithstanding any official approval of, or expression of satisfaction with, any drawings, specifications, schedules, or any other relevant technical, administrative documents or data by the Authority, the Contractor shall be wholly responsible for the efficient and proper functioning as required by the Contract of all Articles supplied under it and for ensuring that any Design is wholly complete, accurate and meets the specifications of the Contract, such that Articles manufactured to such Design shall similarly meet the Technical Specifications and other requirements of the Contract.

2.15.2 The Contractor shall ensure that all Articles which shall, as a result of work under the Contract, be incorporated into the operational equipment are fully interchangeable with those in the operational equipment. Any item that is later found not to be interchangeable shall be repaired or replaced by the Contractor at no cost to the Authority, including any further redesign work deemed necessary.

2.16 Employment of Private Security Companies

2.16.1 The Contractor's attention is drawn to the Official Secrets Act 1911 to 1989. The Contractor shall take all reasonable steps necessary to ensure that all persons employed on any work in connection with the Contract have notice:

2.14.1.1 That the said Acts and any associated regulations apply to them and will continue so to apply after the execution of the Contract,

2.14.1.2 Of the following provisions of this Condition 2.16:

2.16.2 Any information obtained in the course of the execution of the Contract by the Contractor, its servants or agents, or any person so employed, as to any matter whatsoever which would, or might be directly or indirectly useful to an enemy, must be treated as secret and shall not at any time be communicated except to such persons and to such extent as may be necessary for the execution of the Contract.

2.17 Earned Value Management

2.17.1 The Contractor shall provide, deliver and update as needed over the Contract Term, Earned Value Management in accordance with requirements as detailed below:

Planning, Scheduling and Budgeting

2.17.2 The Contractor is not required to produce a detailed master schedule, but shall provide a single page plan that reflects Annex A (Statement of Work) and any contracted Framework Tasking (under Line Item 4) and time frame required to complete delivery to the Authority. A table of milestones based on payment milestones may be agreeable with the Authority. The Contractor shall provide this information to the Authority on a quarterly basis as part of the Quarterly Progress Report, and upon request.

Analysis and Reporting

2.17.3 The Contractor shall provide a spending forecast by fiscal year and shall indicate to the Authority within five business days if at any time the Contractor expects that the funds required to complete the contract will exceed the agreed Line Item/Framework Task value. Additionally, if the funds required within any fiscal year are expected to exceed the amount authorised by the Authority, the Contractor shall notify the Authority within no more than five business days.

2.17.4 The Contractor shall provide the information requested in 2.17.2 and 2.17.3 on a quarterly basis basis, and upon request.

2.18 Business Continuity

2.18.1 In the event of a Force Majeure Event which impacts on the Contractor's processes used in the support provided under this Contract, the Contractor shall maintain continuity of the support in accordance with its Business Continuity Plan (BCP). The Contractor shall maintain the BCP for the duration of the Contract and shall deliver a copy of the BCP upon request.

2.18.2 The Contractor's BCP shall set out the arrangements that are to be invoked to ensure that the business processes and operations, required by the Contractor to provide the services covered under this Contract remain supported, including but not limited to:

2.18.2.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the business processes and operations; and

2.18.2.2 the steps to be taken by the Contractor upon resumption of the business processes and operations in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

2.18.3 The Disaster Recovery Plan shall only be invoked upon the occurrence of a disaster. In the event of a complete loss of service or in the event of a disaster, the Contractor shall immediately invoke the BCP (and shall inform the Authority promptly of such invocation).

2.18.4 The Contractor shall review part or all of the BCP (and the risk analysis on which it is based):

2.18.4.1 on a regular basis and as a minimum once every 6 (six) calendar months; or

2.18.4.2 within 3 (three) calendar months of the BCP (or any part) having been invoked.

2.19 Continuity during Transition

2.19.1 In the event that the Authority transfers performance of the work to the Authority or a Replacement Contractor, the Contractor may be required to support an implementation handover period after the date of contract expiry or termination to enable the smooth transition of business to the Authority or Replacement Contractor. The extent of support required of the Contractor will be agreed between the Contractor, the Authority and, where applicable, the Replacement Contractor and will be subject to negotiation of a fair and reasonable price and payment provision.

2.19.2 Unless otherwise agreed with the Authority, the Contractor shall use reasonable endeavours to ensure that they keep the same team performing the work throughout the transition period.

2.20 Sub-Contracts

2.20.1 The Contractor shall be responsible for the management and supervision of its Sub-Contractors. The sub-contracting of any obligation under the Contract shall not relieve or excuse the Contractor from its obligations to the Authority in respect of the due performance of such obligations. The Contractor shall be responsible to the Authority for the acts or omissions of any Sub-Contractor in relation to such Sub-Contractor's performance of the Contract and, to this end, any act or omission of that sub-contractor in relation to such Sub-Contractor's performance of the Contract shall be regarded as an act or omission of the Contractor.

2.20.2 The Contractor shall ensure that the terms and conditions of this Contract are reflected in all sub-contracts, at whatever level, to the extent necessary to enable the Contractor to fully meet its obligations to the Authority under the Contract. The Contractor shall not place any subcontract or order involving the design or development of equipment required under this Contract without the prior written consent of the Authority in accordance with Condition 5.2.

2.21 Legislation

2.21.1 The Contractor shall comply with all relevant Legislation from time to time in force and shall pay all fees, charges and costs required to be paid under any Legislation pertaining to the provision of any of the Contractor Deliverables. The Contractor's costs incurred in and in connection with such compliance shall be included in the Contract Price.

2.22 Contractor's Status

2.22.1 Nothing in this Contract shall be construed as creating a partnership or as a contract of employment between the Authority and Contractor.

2.22.2 Save as expressly provided otherwise in this Contract, the Contractor shall not be nor be deemed to be, an agent of the Authority and the Contractor shall not hold itself out as having authority or power to bind the Authority in any way.

2.22.3 Neither Party shall place or cause to be placed any order with suppliers or otherwise incur liabilities in the name of the other Party or any representative of the other Party.

2.23 Limitations on Liability

Definitions

2.23.1 In this Condition [2.23] the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- (1) UK GDPR;
- (2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in [see Key Performance Indicators - Condition 7.4;

“Term” means the period commencing on the Effective Date and ending Expiry or on earlier termination of this Contract.

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

2.23.2 Neither Party limits its liability for:

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

2.23.2.2 fraud or fraudulent misrepresentation by it or its employees;

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

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

2.23.3 the financial caps on liability set out in Conditions 2.23.4 and 2.23.5 below shall not apply to the following:

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

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

2.23.3.1.2 the Contractor's indemnity in relation to TUPE at Condition 2.7

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

2.23.3.2.1 the Authority's indemnity in relation to TUPE under Condition 2.7

2.23.3.3 breach by the Contractor of DEFCON 632B and Data Protection Legislation; and

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

Financial Limits

2.23.4 Subject to Conditions 2.23.3 and 2.23.4 and to the maximum extent permitted by Law:

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

2.23.4.1.1 in respect of DEFCON 76 (Contractor's Personnel at Government Establishments) - [REDACTED] in aggregate;

2.23.4.1.2 in respect of DEFCON 514 (Material Breach) - [REDACTED] in aggregate;

2.23.4.1.3 in respect of DEFCON 611 (Issued Property) - [REDACTED] in aggregate;

2.23.4.1.4 in respect of DEFCON 612 (Loss of Damage to Articles) - [REDACTED] in aggregate;

2.23.4.2 without limiting Condition 2.23.4.1 and subject always to Conditions 2.23.2, 2.23.3 and 2.23.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [REDACTED] in aggregate;

2.23.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Conditions 2.23.4.1 and 2.23.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Conditions 2.23.4.1 and 2.23.4.2 of this Contract.

2.23.5 Subject to Conditions 2.23.2, 2.23.3 and 2.23.6, and to the maximum extent permitted

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

2.23.6 Condition 2.23.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential Loss

2.23.7 Subject to Conditions 2.23.2, 2.23.3 and 2.23.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

2.23.7.1 indirect loss or damage;

2.23.7.2 special loss or damage;

2.23.7.3 consequential loss or damage;

2.23.7.4 loss of profits (whether direct or indirect);

2.23.7.5 loss of turnover (whether direct or indirect);

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

2.23.7.7 damage to goodwill (whether direct or indirect),

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

2.23.8 The provisions of Condition 2.23.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

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

2.23.8.1.1 to any third party;

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

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

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

2.23.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, repurchase project costs, other expenses associated with such exercise and any

increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

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

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

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

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

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

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

Invalidity

2.23.9 If any limitation or provision contained or expressly referred to in this Condition 2.23 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 2.23.

Third Party Claims and Losses

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

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

2.23.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the

Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No Double Recovery

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

2.24 Insurance

2.24.1 The Contractor shall, at its own expense, maintain in effect at all times during the performance of this Contract such insurance policies:

2.24.1.1 as it is required to hold under applicable Regulations; and

2.24.1.2 such other policies, at such coverage limits, as a prudent business conducting similar operations would maintain and on terms no less favourable than those generally available to a prudent contractor in respect of the risks insured in the international insurance market from time to time with a reputable third party insurance company, of good financial standing and appropriately regulated (the Insurance Policies).

2.24.2 The Contractor shall at the Authority's request and within reasonable timescales provide copies of such policies signed by a Company Director. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of any of its liabilities and obligations under this Contract.

2.24.3 The Contractor shall at all times comply with the terms of the Insurance Policies (including paying all premiums and other moneys payable, notifying circumstances which might give rise to claims, and making claims), and shall not do or permit to be done anything which might render any of the Insurance Policies void or voidable or entitle the insurer to refuse to pay any claim or part of a claim.

2.24.4 If, for whatever reason, the Contractor fails to give effect to and maintain the Insurance Policies, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

2.24.5 The Contractor shall ensure that any Sub-Contractor maintains adequate insurances having regard to the obligations under this Contract which they are contracted to fulfil.

3. SPECIFICATIONS, PLANS ETC.

DEFCON 68 (Edn.10/22) – Supply of Data for Hazardous Articles, Materials Substances

DEFCON 117 (Edn 07/21) – Supply Of Information For NATO Codification and Defence Inventory Introduction

DEFCON129 (Edn. 02/22) – Packaging (For Articles other than Munitions)

DEFCON129J (Edn.11/16) - The Use Of The Electronic Business Delivery Form

DEFCON 602A (Edn. 04/23) - Quality Assurance (With Deliverable Quality Plan)

DEFCON 624 (Edn.08/22) - Use of Asbestos

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

DEFCON 637 (Edn.05/17) - Defect Investigation and Liability

DEFCON 644 (Edn.07/18) - Marking of Articles

3.1 Reliability and Maintainability

3.1.1 For the purposes of the Contract, Defence Standard 00-040 Issue 5 shall apply.

3.2 COTS Software Product Quality Requirements and Evaluation

3.2.1 For the purposes of the Contract, ISO 25001: 2014 *Systems and software engineering -- Systems and software Quality Requirements and Evaluation (SQuaRE) -- Planning and management* shall apply. (Follow the requirements and guidance but not be certified to the standard)

3.3 Quality Assurance Representative

3.3.1 All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

4. PRICE

DEFCON 630 (Edn. 02/18) – Framework Agreements

DEFCON 643 (Edn 12/21) – Price Fixing (Non-Qualifying Contracts)

Note: The period referred to in Condition 4 or DEFCON643 shall be six (6) Months.

DEFCON 654 (Edn. 10/98) – Government Reciprocal Audit Arrangements

DEFCON 695 (Edn. 02/15) - Contract Costs Statement - Post Costing (Non-qualifying contracts)

DEFCON 811 (Edn. 12/14) - Single Source: Profit and Loss Sharing on Firm / Fixed Price Contracts Note; where the framework task is equal to or greater than £5,000,000.

DEFCON 812 (Edn. 04/15) - Single Source Open Book

DEFCON 813 (Edn. 12/14) - Single Source Contract Reports and Notifications

DEFCON 814 (Edn. 02/19) - Single Source Confidentiality of Open Book and Reporting Information

DEFCON 815 (Edn. 04/15) Single Source Non-qualifying Contracts - Contract Pricing Statement

4.1 Price for Schedule of Requirements

4.1.1 Where prices are stated as Firm they are non-revisable. Prices stated as Fixed are only to be adjusted in accordance with the Variation of Price formula at Condition 4.3. All prices shall

be in GBP (£). Prices shall be net after allowing for all cash and trade discounts. The prices shall include the cost of packing, and shall be inclusive of all appropriate taxes (but excluding Value Added Tax [VAT]).

4.1.2 All prices under the contract shall be in accordance with the table below:

Line Item	Description	Pricing Mechanism
1	In-Service Support and Framework Management in accordance with the Statement of Work at Annex A	Year 1 – [REDACTED]
		Year 2 – [REDACTED]
		Year 3 – [REDACTED]
		Year 4 – [REDACTED]
		Year 5 – [REDACTED]
2	Provision of Spares	See Annex B – Spares
3	Provision of Repairs	See Annex C – Repair Services
4	Framework Tasking	See Annex D – Labour Rates

4.1.3 All prices under line item 3 shall be agreed in accordance with SOW28– Repair Services.

4.1.4 All prices under Line Item 4 shall be agreed in accordance with Condition 4.2 – Framework Taskings.

4.2 Framework Taskings

4.2.1 All Framework Tasking under the Contract shall be subject to DEFCONS 643, 695, 811, 812, 813, 814 & 815. The Contractor shall produce a Contract Pricing Statement for each Framework Task under this contract. The Authority expects full transparency of costs for Framework Taskings in accordance with the DEFCONS listed. These DEFCONS will also apply to any work not priced as part of the competition, i.e. any amendments made to the contract during the contract term. The DEFCONS do not apply to work competitively priced at award.

4.2.2 Costs associated with pricing Framework Taskings shall be included in the task price. The Authority is not responsible for funding the pricing of taskings that are not taken forward to Contract.

Innovation

4.2.3 The Contractor shall maintain expertise in the relevant Remote Sensor Network market throughout the Contract Term. The Contractor shall notify the Project Manager listed at Box 2 of the DEFFORM 111 whenever new equipment becomes available on the market, and where the Contractor assesses that the equipment may be of benefit to the Authority.

4.2.4 The Contractor shall continue to engage and contract with a wide supplier base to take best advantage of innovation and capability in the market throughout the Contract Term.

4.2.5 Whenever feasible, the Contractor shall provide innovative solutions to the Authority's taskings. Innovative solutions shall be identified and costed as a ROM.

Tasking Process

4.2.6 A Tasking Authorisation Form (TAF) shall be used to authorise work under Line Item 4.

The instructions to raise a TAF are as follows:

- 4.2.6.1 Part 1 of the TAF shall be raised either by the Authority or by the Contractor on the Authority's approval for specific Taskings and shall be completed to show the Tasking Number, Tasking Title and details of the Tasking.
- 4.2.6.2 Part 2 of the TAF shall be completed and signed on behalf of the Contractor by an authorised representative. It shall include a Firm Price offer supported by a breakdown using the labour rates as detailed at Annex D to the Contract. The price breakdown shall detail all costs associated with the task including, but not limited to; labour rates and hours, subcontract costs, materials costs, overheads and profit. The profit rate for taskings shall be in accordance with the Profit Rate and Adjustments as published by the Single Source Regulations Office for the year that the task is raised. The TAF shall also give details of any GFA that may be required to support the Tasking. The TAF together with the price breakdown shall be returned to the Authority for consideration.
- 4.2.6.3 Once Part 3 of the TAF is completed by the Authority, and the Contractor and Authority have agreed a price, the Authority will raise a Purchase Order (PO) on CP&F. Once the PO has been raised work on the Tasking may commence. No work may commence prior to such agreement.
- 4.2.6.4 Part 4 of the TAF is to be completed by the Contractor to notify the Authority of Tasking completion.
- 4.2.6.5 Part 5 of the TAF is to be completed by the Authority once the Tasking has been completed to the satisfaction of the Authority.
- 4.2.7 A copy of the TAF is at Annex E to the Contract, and the List of Approved Taskings is at Annex F to the Contract.
- 4.2.8 When including Travel and Subsistence the Contractor must include details of the assumptions made about travel and the rates used. Claims for T&S shall be in accordance with Annex D – Rates.

4.3 Variation of Price

- 4.3.1 Prices for Line Items 1, 2, 3 and Labour Rates for Line Item 4 for Years 4 and 5 shall be calculated as follows:
- 4.3.2 The prices stated in Line Items 1-4 for years 4 and 5 are FIXED at 2024 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the services being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (a+b (O_i/O_0)) - P$$

Where:

- V represents the variation of price
- P represents the Fixed Price as stated in the Schedule of Requirements for Year 4 or 5 of the Support Phase of the Contract.
- O represents the relevant index for that Line Item(see XXX below)
- O₀ represents the average OUTPUT Price Index figure for the base period (Year 1 of Support Phase of the Contract).
- O_i represents the average OUTPUT Price Index figure for the Fixed Price period to which the VOP condition is to be applied
- a represents the Non Variable Element (NVE) – 0.1

b represents the Variable Element – 0.9
 $a+b=1$

4.3.3 The relevant indices are as follows:

4.3.3.1 Line Item 1, 3 & 4: HSGG – Professional, Scientific and Technical Services

4.3.3.2 Line Item 2: G6VF – Electrical Equipment

4.3.4 The Indices referred to in Condition 4.3.2 and 4.3.3 shall be taken from the following Tables:

OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.

4.3.5 Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price Conditions and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.

4.3.6 In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.

4.3.7 In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Condition 4.3.6 above) shall then be applied.

4.3.8 Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.

4.3.9 The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.

4.3.10 Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.

4.3.11 Claims under this Condition shall be submitted to the Authority, certified to the effect that the "requirements of this Condition 4.3 have been met."

4.4 Exercise of Options

4.4.1 The Contractor, in consideration of award of the Contract, hereby grants to the Authority the irrevocable options detailed at Condition 4.4.3 below in accordance with the terms and conditions set out in this Contract provided that the options are exercised within three months prior to completion of Line Item 1.

4.4.2 The Authority shall be under no obligation to exercise the options at Condition 4.4.3 below. The Authority shall not be liable for any advance commitment that the Contractor may enter into in pursuance of the options referred to.

4.4.3 The options are as follows:

Option Number	Description	Price
<u>5</u>	<u>Option Year 6</u>	
5a	In-Service Support and Framework Management in accordance with the Statement of Work at Annex A	£ Fixed ⁴ As schedule 2
5b	Provision of Spares in accordance with Condition 7.1	Priced in accordance with Annex B – Spares Prices
5c	Provision of Repair Services in accordance with Annex A SOW 28	Priced in accordance with Annex C – Repair Service Prices
5d	Framework Tasking in accordance with Condition 4.2	Priced in accordance with the Framework Tasking Process at Condition 4.2
<u>6</u>	<u>Option Year 7</u>	
6a	In-Service Support and Framework Management in accordance with the Statement of Work at Annex A	£ Fixed ⁵ As schedule 2
6b	Provision of Spares in accordance with Condition 7.1	Priced in accordance with Annex B – Spares Prices
6c	Provision of Repair Services in accordance with Condition Annex A SOW 28	Priced in accordance with Annex C – Repair Service Prices
6d	Framework Tasking in accordance with Condition 4.2	Priced in accordance with the Framework Tasking Process at Condition

5. INTELLECTUAL PROPERTY RIGHTS

DEFCON 703 – Intellectual Property Rights – Vesting with the Authority

DEFCON126 (Edn. 02/22) – International Collaboration

Note: For the purposes of Conditions 2 and 3 of DEFCON 126, the period prescribed shall be 10 (ten) years from the Effective Date.

⁴ To be calculated using the Variation of Price Condition 4.3

⁵ To be calculated using the Variation of Price Condition 4.3

DEFCON632 (Edn.11/21) - Third Party Intellectual Property - Rights and Restrictions.

Note: Notifications shall include any requirement or restriction imposed by or intended to achieve compliance with a foreign export control law.

5.1 Intellectual Property Register

5.1.1 The Contractor shall maintain a register (DEFFORM 711) of all relevant IPR licences including licences enjoyed by the Contractor and the Authority as well as the identity of all third party IPR owners with respect to any equipment including software used in relation to the delivery of the service and equipment. The IPR register shall be sufficiently detailed to enable the Authority (or third party providing future support to the equipment), after termination of the Contract, to renew any such licence if required for the continued provision of the service (if acceptable). The IPR register shall be maintained by the Contractor and a copy of the register shall be delivered to the Authority annually as part of a Progress Report or otherwise upon request of the Authority. A copy of the register is at Annex H to this Contract. This register shall be maintained by the Contractor and updated on an annual basis through a Contract Amendment.

5.1.2 The Contractor shall provide a DEFFORM 711 with each Framework Tasking to record any background IP that it is bringing to Contract.

5.2 Subcontractor IPR

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

5.2.2 Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the DEFFORM177 – Design Rights and Patents (Sub-Contractors) Agreement. Wherever possible the request for approval should be accompanied by 2 (two) copies of the agreement signed by the sub-contractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to the Authority's Commercial Officer and await further instructions before placing a subcontract or order.

5.3 Commercial Software

5.3.1 The Contractor shall use all reasonable endeavours to secure licences for any software deliverable to the Authority (or to the Contractor) under this Contract but which is not generated under this Contract. The licence shall be in the form of DEFFORM 701 (Edn 12/21) – see Annex P, unless exceptionally agreed in writing by the Authority's Commercial Officer. If the Contractor is unable to secure a licence under these terms, it shall inform the Authority as soon as is practicable, and await further instruction.

6. LOANS

DEFCON76 (Edn.11/22) - Contractor's Personnel at Government Establishments

DEFCON601 (Edn. 04/14) – Redundant Material

DEFCON611 (Edn.12/22) – Issued Property

DEFCON694 (Edn.07/21) – Accounting for Property of the Authority

6.1 Government Furnished Assets

6.1.1 The Authority shall be responsible for making available the use of GFA, as listed in Annex G to the Contract, to the Contractor to facilitate performance of the Contract. Any GFA issued under this Contract shall be provided free of charge to the Contractor on the Loan Terms specified at Annex G.

6.1.2 It is the Contractor's responsibility to inform the Authority when the GFA is required and to allow adequate time provisions of such GFA.

6.1.3 The Authority shall have no liability to the Contractor if when the equipment is made available on the agreed date the Contractor fails to make use of them. The Contractor shall indemnify the Authority in respect of any additional costs incurred in such circumstances including, in particular, the cost of making available such equipment on an alternative date.

6.1.4 The Contractor shall be responsible for maintenance, servicing (schedules and unscheduled) and security of the GFA. The Contractor for maintaining a record of usage and ensuring that all items are used within their operating parameters. The Contractor shall ensure that all items are returned to the Authority within the Loan Period stated in Annex G.

6.1.5 The Contractor shall observe the instructions of the Project Manager regarding any GFA issued to him for the purpose of the Contract. The Contractor shall also observe any accounting instructions issued by the Authority.

6.1.6 The Contractor shall not demand equipment's on loan from Government sources except for those items listed at Annex G without the prior written agreement of the Project Manager and the Commercial Officer listed in BOX 1 of the Appendix to Contract.

6.1.7 The Contractor shall be fully and exclusively responsible for verifying (on its own account) the information it relies on or applies for the purposes of performing this Contract.

6.1.8 Neither any approval by the Authority of any Drawings, Specifications, Schedules or any other relevant technical and administrative documents nor of any other matter or thing whether under Contract or not, nor the giving of any advice, comment, suggestion or approval or expression of satisfaction by the Authority shall derogate in any way from the Contractor being solely responsible for ensuring that the GFA issued by the Authority in pursuance of this Contract is in all respects suitable for meeting the requirements of the Contract.

7. DELIVERY/PERFORMANCE

DEFCON 129 (Edn 02/22) – Packaging (for Articles Other than Munitions)

Note: For the purposes of Clause 5b unless otherwise notified by the Authority the packaging requirement is Commercial Packaging standard 08. The Authority reserves the right at its sole discretion to specify a different standard or level of Packaging from time to time and for specified Articles, subject to notifying the Contractor in accordance with this Condition and the agreement of price.

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

DEFCON113 (Edn.11/16) – Diversion Orders

DEFCON507 (Edn.07/21) – Delivery

Note: All items shall be delivered Ex Works. For Articles delivered under Line Item 4 – Framework Taskings, the Authority may specify goods to be Delivered Duty Paid.

DEFCON514 (Edn.08/15) - Material Breach

Note: Should the Authority exercise its rights and remedies under this condition, the Authority shall:

1. Act in a reasonable and proportionate manner having regard to the nature of the material default; and
2. Give all due consideration to action other than termination of the Contract.

DEFCON524 (Edn.12/21) – Rejection

Note: A 60-day period shall apply in respect of this DEFCON

DEFCON524A (Edn.02/22) – Counterfeit Materiel

DEFCON525 (Edn.10/98) – Acceptance

Note: A 60-day period shall apply in respect of this DEFCON

DEFCON612 (Edn.06/21) - Loss of or Damage to the Articles

DEFCON 621A (Edn. 12/21) -Transport (If The Authority Is Responsible For Transport)

Note: This DEFCON applies items provided under Line Item 2 – Spares and Line Item 3 – Repair Services. For the purposes of Line Item 4 – Framework Tasking, the Tasking form shall state whether DEFCON 621A or 621B shall apply.

DEFCON 621B (Edn. 10/04) -Transport (If Contractor Is Responsible For Transport)

Note: This DEFCON applies to Line Item 4 – Framework Tasking where the Authority have stated the Contractor shall be responsible for Transport.

DEFCON649 (Edn.12/21) - Vesting

DEFCON656B (Edn.08/16) - Termination for Convenience (Contracts £5M and over)

Note: The period agreed in relation to Condition 1 of DEFCON656B shall be 3 months.

Note: The period agreed in relation to Condition 6b of DEFCON656B shall be 2 months.

7.1 Authorisation and Performance of Work

7.1.1 Authorisation to Proceed (ATP) with the Provision of In-Service Support under Line Item 1 in accordance with the Statement of Work at Annex A to the Contract, shall be concurrent with Contract Effective Date.

7.1.2 A Purchase Order raised by the Authority shall be the ATP with the Provision of Spares under Line Item 2, 3 and 4, in accordance with the Statement of Work at Annex A to the Contract.

7.1.3 If a requirement under Line Item 2, 3 or 4 is reduced or cancelled the Contractor shall notify the Authorised Demander if the reduction or cancellation cannot be accepted. If the amendment / cancellation cannot be accepted DEFCON 530 – Dispute Resolution shall apply.

7.2 Acceptance

7.2.1 Unless otherwise agreed, delivery of an Article shall occur upon acceptance of that Article in accordance with the provisions of DEFCON 525 (Acceptance) and DEFCON 649

(Vesting).

7.2.2 Where any Article(s) to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority or to the Representative of the Authority, as where an Article is to be delivered by the Contractor to its own premises or to those of a Sub-Contractor ('self-to-self delivery'), the risk in such Article(s) shall (notwithstanding the provision of DEFCON 612 (Loss of or Damage to the Articles)) be vested in the Contractor until such time as the Article is handed over to the Authority.

7.2.3 Where, after delivery, an Article is rejected by the Authority in accordance with DEFCON 524 that Article shall, for the purposes of the Contract, be considered as not having been delivered under the Contract and the property in that Article shall remain with the Contractor unless a notice of objection to the Authority's rejection has been issued to the Authority in accordance with Condition 7 of that Condition.

7.3 Performance Levels

7.3.1 For the In-Service Support element of the Contract identified under Line Item 1, the Contractor shall carry out all work to meet the Performance Levels in accordance with Condition 7.3 (Performance Levels) and Annex I (Key Performance Indicators).

7.3.2 Without limiting any other obligation under this Contract, the Contractor shall implement and use appropriate measurement, monitoring and management tools and procedures to enable it to:

7.3.2.1 detect all Performance Failures as soon as reasonably practicable and, to the extent reasonably practicable, detect any potential Performance Failures;

7.3.2.2 minimise the impact of Performance Failures on the continued performance of its obligations under the Contract; and

7.3.2.3 report all Performance Failures and potential Performance Failures to the Authority as soon as they are identified.

7.4 Key Performance Indicators

Performance Measurement and Monitoring

7.4.1 Actual performance for each KPI will be assessed quarterly using data submitted by the Contractor on the Progress Reports and in accordance with the KPIs at Annex I to the Contract. This score shall determine the relevant KPI performance band.

7.4.2 If the KPI Performance Band indicates an AMBER or RED level of performance for the Contract period that the KPI applies, then the performance payment value for each AMBER or RED indication shall not be claimed by the Contractor.

7.4.3 Where a KPI shows a GREEN level of performance and the previous Contract period KPI was GREEN then the Contractor may claim full payment.

7.4.4 Where a KPI shows a GREEN level of performance and the previous Contract quarter KPI was AMBER then the Contractor may claim payment of the amount not claimed in the previous period.

7.4.5 Where a KPI Performance Band shows an AMBER level of performance and the previous Contract period KPI Performance Band was AMBER the value of the performance

payment not claimed in the previous period shall cease to be available for payment and shall be permanently deducted from the total Contract Price.

7.4.6 Where a KPI Performance Band shows a RED level of performance in the Contract period for which the KPI applies, the value of the performance payment shall cease to be available for payment and shall be permanently deducted from the total Contract Price.

7.4.7 The Authority and the Contractor agree that any deduction in any quarterly payment calculated in accordance with this Condition 7.4 (Key Performance Indicators) has been calculated as, and is, a genuine pre-estimate of the loss likely to be suffered by the Authority in relation to each or any breach by the Contractor of any KPI.

7.4.8 The abatement value held for an AMBER performance is 5% of the quarterly Line Item 1 payment value and the abatement value deducted for a RED performance is 5% of the quarterly Line 1 payment value, in accordance with the Payment Plan at Annex L to the Contract.

Unsatisfactory Performance

7.4.9 The Contractor's performance shall be judged unsatisfactory where any or all KPI(s) are RED for a period of 2 (two) or more consecutive periods. This shall constitute a Material Breach of the Contract.

7.4.10 Where unsatisfactory performance occurs, the Contractor shall deliver a report to the Authority within 3 (three) Working Days of the event causing the breach detailing the circumstances and any mitigating factors, together with a plan for improvement. The Authority reserves the right to call a meeting, at no cost to the Authority, within 5 (five) Working Days following the report to discuss the failure and agree a programme for resolution with the Contractor.

7.4.11 The Authority may exercise its further rights of remedy under the Contract if the Contractor remains in breach, and for the purposes of DEFCON 514 – Material Breach in the event of persistent unsatisfactory performance, as described in Condition 7.4.9, this shall constitute a Material Breach.

7.4.12 Performance payments in any quarterly will be dependent on the latest quarterly's performance and comparison with the previous quarterly as follows:

Indicator for latest reported quarter	Effect on Performance Payment for latest reported quarter	Indicator for previous quarter	Effect of this quarter's performance on previous quarterly withheld performance payment.
GREEN	Full payment of Performance payment element for the KPI	G	Performance payment was paid in full last quarter
		A	Abatement for Amber performance held last quarter is now released and claimed by Contractor
		R	Abatement for Red performance is deducted from Contract Price.
AMBER	MoD retains abatement for "Amber" performance	G	Performance payment was paid in full last quarter

	pending assessment of next quarterl performance.	A	Abatement for Amber performance held last quarter is now deducted from Contract Price.
		R	Abatement for Red performance is deducted from Contract Price.
RED	MoD retains abatement for "Red" performance and is deducted from Contract Price	G	Performance payment was paid in full last quarter
		A	Abatement for Amber performance held last quarter is now deducted from Contract Price
		R	Abatement for Red performance is deducted from Contract Price

7.5 Deliverable Documentation

7.5.1 All Deliverable Documentation is detailed at Annex J (Contract Deliverables including Delivery Schedule).

7.5.2 The following provisions for Acceptance or Rejection of all Deliverable Documentation shall apply:

7.5.2.1 Deliverable Documentation, including reviews and updates, shall be submitted to the Authority to the timescales detailed at Annex (Statement of Work) and Annex J (Contract Deliverables including Delivery Schedule).

7.5.2.2 If a period is not otherwise specified at Annex A (Statement of Technical Requirement) and Annex J (Contract Deliverables including Delivery schedule), the Authority shall respond within 20 (twenty) Working Days of receipt of Deliverable Documentation, or an alternative timescale agreed between the Parties, either;

7.5.2.3 accepting the Deliverable Documentation in accordance with the criteria detailed at Annex A (Statement of Work) and Annex J (Contract Deliverables); or

7.5.2.4 rejecting the Deliverable Documentation giving details in writing for the rejection.

7.5.3 Where the Authority rejects any Deliverable Documentation the Contractor shall resubmit the Deliverable Documentation within 20 (twenty) Working Days of the date of rejection, or such an alternative timescale as is specified at Annex A (Statement of Work) or is otherwise agreed between the Parties, and the Acceptance/Rejection process shall restart from the beginning.

7.5.4 Where the Authority rejects any Deliverable Documentation resubmitted, the Deliverable Documentation shall be in accordance with DEFCON530 - Dispute Resolution

7.6 Force Majeure

7.6.1 On the occurrence of a Force Majeure Event, the affected party shall notify the other Party within twenty-four (24) hours. The notification shall include details of the Force Majeure

Event, including evidence of its effect on the obligations of the affected party.

7.6.2 The Contractor shall, within 10 (ten) Working Days following such notification provide the Authority, in writing, with details of any action proposed to mitigate the effect of the Force Majeure Event.

7.6.3 As soon as practicable following notification under Condition 7.6.2, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.

7.6.4 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Contractor shall at all times during which a Force Majeure Event is subsisting take all reasonable steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

7.6.5 Subject to Condition 7.6.6 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under the Contract.

7.6.6 If any delay continues for an unbroken period exceeding 3 (three) consecutive months then the Contractor shall inform the Authority who will call an extraordinary meeting to discuss the way forward.

7.6.7 Authority shall have sole discretion to extend the time limit granted in Condition 7.7 (Termination for Force Majeure) by a further 3 (three) months after which time, if that delay continues, the Authority may terminate in whole or, if only a lesser part is so affected, that part of the Contract that is affected by the Force Majeure Event in accordance with Condition 7.7 (Termination for Force Majeure).

7.6.8 The Contractor shall not be entitled to bring a claim for a breach of obligations under this Contract by the Authority or incur any liability for any Loss incurred by the Contractor to the extent that a Force Majeure Event occurs and the Contractor is prevented from carrying out obligations by that Force Majeure Event.

7.6.9 Nothing in this Condition 7.6.9 shall affect the Authority's entitlement to make KPI retentions in the period during which the Force Majeure Event is subsisting, provided that any KPI Performance Failure occurring during such period and arising in respect of the occurrence of such Force Majeure shall be disregarded for the purposes of the Authority's right to terminate this Contract for a Contractor Default.

7.6.10 Subject to Condition 7.6.2, if a Force Majeure Event occurs, the Contractor shall only be entitled to receive payment for the Services that continue to be fully performed in accordance with the terms of this Contract and remain unaffected by the Force Majeure Event.

7.6.11 The Contractor shall notify the other Authority as soon as reasonably practicable after the Force Majeure Event ceases or no longer causes the Contractor to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

7.6.12 Relief from liability for the Affected Party under this Condition 7.6 shall end as soon as

the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Condition 7.6.11.

7.7 Termination for Force Majeure

7.7.1 If a Force Majeure Event occurs and is continuing or its consequence remain such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than 3 (three) months (or such longer period as may be granted in Condition 7.6 (Force Majeure)), then subject to Condition 7.6.2 the Authority has the right to terminate this Contract by giving 30 (thirty) Working Days' notice to the Contractor's Party's Representative.

7.7.2 If the Authority gives notice under Condition 7.7.1 that it wishes to terminate this Contract, the Contractor shall not be entitled to claim any amount for the Services and Contractor Deliverables which (but for the occurrence of the Force Majeure Event) have been entitled to receive in respect of the period during which the Force Majeure event subsisted.

7.7.3 This Contract shall not terminate until expiry of the Authority's written notice (of at least 30 (thirty) Working Days) as in accordance with Condition.

7.8 Authority Step-In

Interpretation

7.8.1 In this Condition 7.8, references to the Authority taking action shall be deemed to include references to the Authority procuring the taking of action by others on behalf of the Authority.

Grounds for Step-In

7.8.2 If the Authority reasonably believes that it needs to take action in connection with the Services:

7.8.2.1 because a serious risk exists to the health or safety of persons, property or the environment; and/or

7.8.2.2 to discharge a statutory duty; and/or

7.8.2.3 on the occurrence of an urgent operational requirement,

7.8.3 then the Authority shall be entitled to take action in accordance with this Condition 7.8 (Authority Step-In).

Procedure for Authority Step-In

7.8.4 If Condition 7.8.3 applies and the Authority wishes to take action, the Authority's Representative shall issue a Step-In Notice.

7.8.5 Following service of the Step-In Notice, the Authority shall take the Required Action and the Contractor shall give all reasonable assistance to the Authority while it is taking the Required Action.

Effects of Step-In without Contractor Breach

7.8.6 If the Contractor is not in breach of its obligations under this Contract and the Authority exercises its right to take action in connection with the Services.

7.8.6.1 then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing all or any part of the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and

7.8.6.2 in respect of the period in which the Authority is taking the Required Action and provided that the Contractor provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent incremental costs are incurred), the amount due from the Authority to the Contractor shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period.

Effects of Step-In following Contractor Breach

7.8.7 If the Contractor is in breach of its obligations under this Contract and in consequence the Authority exercises its right to take action in connection with the Services pursuant to this Condition 7.8.7.

7.8.7.1 then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and

7.8.7.2 in respect of the period in which the Authority is taking the Required Action, the amount due from the Authority to the Contractor shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period, less an amount equal to all the Authority's costs in taking the Required Action.

7.8.8 Under the terms of Condition 7.8.7 the Authority shall not be entitled to claim costs greater than that received by the Contractor had the Authority not issued a step-in notice.

Authority Step-Out

7.8.9 The Authority's Representative shall provide the Contractor's Representative with reasonable notice of the Authority's intention to cease performance of the Required Action ("Step-Out") and the date on which it intends to do so.

7.8.10 On receipt of the notice referred to in Condition 7.8.9, the Parties shall consult with each other as to the method by which the Authority shall Step-Out and a step out plan (a "Step-Out Plan") which shall include the actual date that the Authority shall step out and the Contractor shall resume performance of the Services.

7.8.11 On the date on which the obligations contained in the Step-Out Plan have been achieved:

7.8.11.1 the Authority will be released from all of its obligations and liabilities in relation to the Required Action and the Step-Out Plan other than its obligations to pay the Contractor as required in this Condition 7.8.7.27.8.6.2 ; and

7.8.11.2 the Contractor shall resume all or any part of the Services which were the subject of the Required Action.

7.9 Exit Strategy

7.9.1 In the event of expiry or earlier termination of this Contract for any reason, the Contractor shall ensure:

7.9.1.1 an efficient and effective transition of the work to the Authority or a replacement Contractor, whilst maintaining required Contract outputs; or

7.9.1.2 an efficient and effective rundown of the work and closure of the Contract whilst maintaining any required Contract outputs during the Exit Period.

7.9.2 This Condition (& 7.10, 7.11, 7.12) sets out the principles of the exit arrangements that are intended to facilitate such transition or rundown. All costs to be covered within the core contract price.

7.10 Exit Plan

7.10.1 Within 3 (three) months from the Effective Date of the Contract the Parties shall agree an Exit Plan, this document shall include the Contractor's proposed methodology:

7.10.1.1 for an efficient and effective transition of the work to the Authority or an alternative contractor; and

7.10.1.2 for the arrangements for the transfer, disposal or retention arrangements for all GFA held in connection with the Contract. All such GFA shall be reconciled with requirements set out in DEFCON 694 (Accounting of Government Property) and associated timescales for action. These arrangements shall include the identification and transfer of any remaining unused spares back to the Authority at no cost to the Authority; and

7.10.1.3 For the arrangement for the transfer of all Information required solely for the purpose of performing that part of the Contract remaining unperformed. Subject to the pre-existing rights of the Authority, where this includes proprietary IP belonging to the Contractor or a third party to the Contract, the Authority and the Contractor shall agree (as necessary) a royalty free licensing agreement between the Parties. Where the Authority intends to place a contract with an alternative contractor to complete the work remaining to be performed, then the Authority shall disclose the Information provided in confidence and place the recipient contractor under an obligation which restricts copying, disclosure and use of the information to the said purpose;

7.10.2 Details of the major sub-contracts related to the execution of the Contract and any exclusive suppliers or necessary licences and arrangements for the provision of any necessary Information related to the supply chain;

7.10.3 Arrangements for the provision of any training to be provided to the Authority or any Replacement Contractor to enable the efficient transition and operation of the work under Contract and any Management Information.

7.10.3.1 Details of those assets which would be required to support the operation of an alternative solution to meet the requirement as set out at Annex A (Statement of Work) or continuation of the service and support to equipment together with

the timing and arrangements for their transfer. Such assets shall be categorised as Deliverable Assets or Non Deliverable Assets as below:

7.10.3.2 Deliverable Assets shall, unless otherwise agreed, be subject to the provisions of the Contract.

7.10.3.3 Non Deliverable Assets are those items identified as being used by the Contractor solely for the purpose of administering and managing this Contract and not used for any other contract, services activity or work performed by the Contractor. Such items would be provided to the Authority by the Contractor at book value and sold as seen (i.e. no warranty or implied fitness for purpose).

7.10.4 The Parties shall review and if appropriate update the Exit Plan on an annual basis

7.10.5 The Parties shall appoint appropriately qualified and empowered representatives to manage the Exit Plan.

7.11 Exit Notice

7.11.1 No later than six months prior to expiry of this Contract or in the case of termination, as soon as reasonably practicable after service of notice of termination pursuant to DEFCON 514 Material Breach or DEFCON 520 Corrupt Gifts and Payments of Commission or DEFCON 515 Bankruptcy and Insolvency or Condition 7.7 (Termination for Force Majeure) the Authority shall serve a written notice ("the Exit Notice") on the Contractor.

7.11.2 The Exit Notice shall specify:

7.11.2.1 the basis on which the Authority wishes to exit the Contract; and

7.11.2.2 the Exit Period, being the date from which any Exit Services are required to the date of contract expiry or termination; and

7.11.2.3 the Exit Services required from the Contractor during the Exit Period.

7.12 Exit Services

7.12.1 During the Exit Period the Contractor shall:

7.12.1.1 continue to perform the work (unless otherwise directed by the Authority) and comply with its obligations under the Contract ;and

7.12.1.2 provide any Exit Services as set out in the Exit Notice; and

7.12.1.3 use reasonable endeavours to ensure continuity of its management team with responsibility for execution of the Contract.

7.12.1.4 During the Exit Period, the Authority will be deemed to have overall responsibility for managing implementation of the Exit Plan and the Exit Services.

8. PAYMENTS/RECEIPTS

DEFCON5J (Edn.18.11.16) – Unique Identifiers

DEFCON513 (Edn.04/22) - Value Added Tax

DEFCON522 (Edn.11/21) – Payment and Recovery of Sums Due

DEFCON534 (Edn.06/21) - Subcontracting and Prompt Payment

8.1 Payment

8.1.1 Claims for payment for Line Item 1 shall be made quarterly in arrears in accordance with the Payment Plan at Annex L to the Contract.

8.1.1.1 The quarterly payments shall comprise of two elements:

8.1.1.1.1 The sum not subject to performance management; and

8.1.1.1.2 The sum subject to performance payment on the basis of the performance achieved against KPIs at Annex K to the Contract, and therefore due.

8.1.2 Claims for payment subject to Condition 8.1.1.1.2 above shall be claimed quarterly in arrears. The application of the KPIs at Annex I to the Contract shall be from the Effective Date.

8.1.3 The KPIs are measured quarterly using data submitted by the Contractor in the Quarterly Progress Report.

8.1.4 The withholding of any performance payment under Condition 7.4 constitutes a remedy for performance that is measured below the required target as detailed in the KPI's at Annex I to the Contract.

8.1.5 Claims for payment of spares under Line Item 2 shall be made on delivery and acceptance of orders.

8.1.6 Claims for payment for repairs against Line Item 3 shall be made:

8.1.6.1 Upon completion and delivery of the Repair Survey; and

8.1.6.2 Upon completion and delivery of the repaired article(s).

8.1.7 Claims for payment of Line Item 4 shall be made on satisfactory completion of the tasking in accordance with the Framework Tasking procedure at Condition 4.2 of the Contract. Milestone payment can be agreed on longer running tasks. This will be negotiated and agreed on a task by task basis.

8.1.8 All claims for payment shall be made via the Authority's bill processing tool (CP&F).

8.2 Stage Payment Plan

8.2.1 The Authority shall, subject to the following provisions of this condition, make to the contractor advances against the price(s) payable for Item 1 ('interim payments') in accordance with the Payment Plan set out in Annex L to the Contract.

8.2.2 The Contractor shall be entitled to interim payments, to be claimed in accordance with Condition 8.1 (Payment) for each stage under the Stage Payment Scheme, provided that: a. the contractor has completed all work comprised in the stage for which the interim payment is sought in accordance with Condition 7.1(Acceptance) and Annex L (Payment Plan) ;

8.2.3 all previous stages have been completed, unless the parties expressly agree otherwise; and

8.2.4 the Contractor shall have complied with all its contractual obligations which enable the Authority to monitor the contractor's contractual performance, including but not limited to those obligations related to the provision of information to the Authority.

8.2.5 Payment against the Stage Payment Plan at Annex L is subject to the Contractor's performance against the Key Performance Indicators at Condition 7.4 and at Annex I.

8.2.6 Notwithstanding Condition 8.2.2 above, the Authority shall not be obliged to make an interim payment to the contractor if it has reasonable cause to believe that the contractor will be unlikely to render complete performance of its obligations in respect of item 1 of the Contract.

8.2.7 Where the Authority intends to rely on Condition 8.2.2 above as the basis for rejecting any claim for an interim payment which the contractor may make, the Authority shall give to the contractor notice in writing of its intention together with reasons and justification for the rejection.

8.2.8 The Authority shall without prejudice to any other right / remedy of either party be entitled to recover in full all interim payments made under the contract where:

8.2.8.1 the Contract, or the part of the Contract under which Items 1, 2, 3 and 4 are to be provided, is terminated otherwise than in accordance with DEFCON 656B (Termination for Convenience), or expires by reason of passing of time; and

8.2.8.2 the Contractor has failed to complete performance of Items 1, 2 or 3.

8.2.9 In the event of repayment to the Authority under the provisions of Condition 8.2.8 above then all that, which vested in the Authority, under the provisions of DEFCON 649 (Vesting) and which related to Items 1,2 or 3 shall re-vest in and become the absolute property of the contractor.

8.2.10 Payment of an interim payment by the Authority under this Condition 8.2 shall not, unless expressly stated to do so, constitute:

8.2.10.1 acceptance by the Authority of any contractual deliverable;

8.2.10.2 a representation by the Authority that the contractor has complied with any contractual obligations; or

8.2.10.3 a waiver of the Authority's right to subsequently claim that the conditions for payment of that interim payment were not satisfied.

9. CONTRACT ADMINISTRATION

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

Note1: For the purposes of this DEFCON 647, Financial Management Information shall mean the value of work completed at a given point in time.

Note2: As a minimum the Contractor shall report the Financial Management Information to the Authority as on a quarterly basis. The Contractor shall provide Financial Management Information in a format at Annex B to this DEFCON to the APM detailed in Box 1 of the DEFFORM 111. ~~This information shall be provided on an annual basis on 1 March.~~

9.1 Public Relations and Publicity

9.1.1 Unless the Authority has given its prior written consent or as otherwise required to comply with Legislation, the Contractor (and its Sub-Contractors) shall not by itself:

9.1.1.1 Communicate with representatives of the press, television, radio or other communications media on any matter concerning the Contract;

9.1.1.2 use the Authority's name or brand in any promotion or marketing or announcement of orders.

9.2 Entire Agreement

9.2.1 This Contract constitutes the entire agreement between the Parties relating to the subject matter of this Contract. This Contract supersedes all prior negotiations, representations, and undertakings, whether written or oral, except that this Condition 9.2 shall not exclude liability in respect of any fraudulent misrepresentation.

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Specialist EOD&S, Exploitation and Countermeasures Team
Abbey Wood, #8207
Rowan 2C
Bristol
BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

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

Name: [REDACTED]

Address: Specialist EOD&S, Exploitation and Countermeasures Team
Abbey Wood, #8207
Rowan 2C
Bristol
BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

9. Consignment Instructions

The items are to be consigned as follows:

For spares and repairs, information will be provided in the Purchase Order.

For document deliverables, please deliver to the individual identified at box 2.

For tasking, consignment details will be provided in the tasking form or in agreement with the individual identified at box 2.

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, [REDACTED]

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

Branch/Name:



(b) U.I.N.

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 [REDACTED] in the first instance.

5. Drawings/Specifications are available from

N/A

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>

6. Intentionally Blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

[REDACTED]

Applications via fax or email:

[REDACTED]

7. Quality Assurance Representative:

Sid Jones (DES LE STSP-PfMO-QA)

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

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

Offer and Acceptance

Offer and Acceptance

Contract 707141451 for the Procurement of the Remote Sensor Network

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Contractor:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	17/03/25

For and on behalf of the Secretary of State for Defence:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	17/03/25