



# Ministry of Defence

In-Service Support of Extended During Breathing Apparatus (EDBA)  
Reference: 707614450

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>	<b>And</b>
<b>Team Name and Address:</b> SALMO, DE&S Abbeywood, Bristol, BS34 8JH	<b>Contractor Name and Address:</b> Scott Health & Safety Ltd, Pimbo Road, West Pimbo, Skelmersdale, Lancashire, WN8 9RA
<b>Email Address:</b> [REDACTED]	<b>Email Address:</b> [REDACTED]
<b>Telephone Number:</b> [REDACTED]	<b>Telephone Number:</b> [REDACTED]

## Contents

1. General .....	5
2. Duration of Contract .....	5
3. Entire Agreement.....	5
4. Governing Law .....	6
5. Precedence .....	6
6. Formal Amendments to the Contract .....	7
7. Authority Representatives.....	7
8. Severability.....	8
9. Waiver.....	8
10. Assignment of Contract .....	8
11. Third Party Rights.....	8
12. Transparency .....	8
13. Disclosure of Information .....	9
14. Publicity and Communications with the Media .....	11
15. Change of Control of Contractor .....	11
16. Environmental Requirements .....	11
17. Contractor's Records.....	12
18. Notices .....	12
19. Progress Monitoring, Meetings and Reports.....	12
20. Supply of Contractor Deliverables and Quality Assurance .....	13
21. Marking of Contractor Deliverables.....	13
22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions) .	13
23. Plastic Packaging Tax .....	17
24. Supply of Data for Hazardous Materials or Substances, Mixtures and Articles in Contractor Deliverables .....	18
25. Timber and Wood-Derived Products.....	19
26. Certificate of Conformity .....	20
27. Access to Contractor's Premises .....	21
28. Delivery / Collection.....	21
29. Acceptance.....	22
30. Rejection and Counterfeit Materiel.....	22
31. Diversion Orders .....	23
32. Self-to-Self Delivery .....	24
33. Import and Export Licences .....	24
34. Third Party Intellectual Property – Rights and Restrictions .....	26
35. Contract Price.....	29
36. Payment and Recovery of Sums Due .....	29
37. Value Added Tax and other Taxes .....	30
38. Debt Factoring.....	30
39. Subcontracting and Prompt Payment .....	31
40. Dispute Resolution .....	31
41. Termination for Insolvency or Corrupt Gifts.....	31
42. Termination for Convenience.....	33
43. Material Breach .....	34
44. Consequences of Termination .....	34
45. Project specific DEFCONs and DEFCON SC variants that apply to this contract .....	35

46. Special conditions that apply to this Contract.....	36
46.1. Options to Extend .....	36
46.2. NOT USED .....	36
46.3. NOT USED .....	36
46.4. Sub-Contracts.....	36
46.5. Performance Measurement .....	36
46.6. Design Rights and Discontinuation of Service.....	40
46.7. Place of Work .....	41
46.8. Access to Authority Sites .....	41
46.9. Exit Strategy .....	41
46.10. Cyber .....	42
46.11. Security of Supply .....	43
46.12. Limitation of Contractor's Liability.....	43
46.13. Articles considered Beyond Economic Repair (BER) .....	46
46.14. Russian and Belarusian Exclusion .....	47
46.15. Variation of Price (VoP) .....	47
46.16. Government Furnished Assets.....	48
46.17. Cost Reduction Incentive .....	50
47 Processes that apply to this Contract are.....	52
47.1 Ad-hoc Tasking Procedure (SOR line item 4) .....	52
47.2. Procedure for Adding an article to, or replacing an article on items 2 and 3 of the Schedule of Requirements .....	53

## List of Schedules

Schedule 1 – Definitions of Contract

Annex A to Schedule 1 – Additional Definitions of Contract

Schedule 2 – Schedule of Requirements

Schedule 3 – Contract Data Sheet

Annex A to Schedule 3 – Address and Other Information

Schedule 4 – Contract Change Control Procedure

Schedule 5 - Contractor's Commercial Sensitive Information Form

Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables

Supplied under the Contract

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract

Schedule 8 - Acceptance Procedure

Schedule 9 - Publishable Performance Information

Schedule 10 - Notification Of Intellectual Property Rights (IPR) Restrictions (DEFFORM 711)

Schedule 11 - Statement of Work (SOW)

Schedule 12 - Rubber Appendix

Schedule 13 - Core Payment Plan

Schedule 14 - Key Performance Indicators (KPIs)

Schedule 15 - Rates

Schedule 16 – Parts Catalogue

Schedule 17 – NOT USED

Schedule 18 - Task Approval Form (TAF) (SOR Item 4)

Schedule 19 - DEFFORM 315 (Edition 04/24) pertaining to DEFCONs 15 & 21

Schedule 20 - DEFFORM 315 (Edition 04/24) pertaining to DEFCONs 16 & 21  
Schedule 21 - DEFFORM 532 - Personal Data Particulars  
Schedule 22 - Security Aspects Letter  
Schedule 23 - TUPE  
Schedule 24 - DEFFORM 565 – Supply Chain Resilience and Risk Mapping  
Schedule 25 - DEFFORM 528 – Import and Export Controls  
Schedule 26 - Government Furnished Asset (GFA) Register  
Schedule 27 – Statement Relating to Good Standing

## Standardised Contracting Terms

### General Conditions

#### **1. General**

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
  - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their obligations under, the Contract;
  - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their obligations under the Contract;
  - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
  - (4) for so long as the Contract remains in force they shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
  - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
  - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
  - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
  - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
  - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
  - (6) 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 the person (or its nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
  - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

#### **2. Duration of Contract**

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

#### **3. Entire Agreement**

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude

liability in respect of any fraudulent misrepresentation.

#### **4. Governing Law**

a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

b. Subject to clause 4.d and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:

(1) Clause 4.a, 4.b and 4.c shall be amended to read:

“a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”

(2) Clause 40.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

#### **5. Precedence**

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

(1) Conditions 1 - 44 (and 45 - 47, if included in the Contract) of the Conditions of the Contract

shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);

- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

## **6. Formal Amendments to the Contract**

a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

- (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used) and;
- (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.

b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

- (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
- (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

## **Changes to the Specification**

d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

## **7. Authority Representatives**

a. Any reference to the Authority in respect of:

- (1) the giving of consent;
- (2) the delivering of any Notices; or
- (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly

authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

## **8. Severability**

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
- (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
  - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

## **9. Waiver**

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

## **10. Assignment of Contract**

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

## **11. Third Party Rights**

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

## **12. Transparency**

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clause 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:
- (1) before publishing, redact any Information that would be exempt from disclosure if it was the



subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive information;

(2) taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

#### **Publishable Performance Information**

e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9

f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.

g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.

h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.

i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

### **13. Disclosure of Information**

a. Subject to clauses 13.d to 13.i and Condition 12 each Party:

(1) shall treat in confidence all Information it receives from the other;

(2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

(3) shall not use any of that Information otherwise than for the purpose of the Contract; and

(4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

(1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract;

and

(2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. A Party shall not be in breach of clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:

(1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

(2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or

(3) can show:

(a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;

(b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.

f. The Authority may disclose the Information:

(1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;

(2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

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

(4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;

(5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or

(6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.

g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation

may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

#### **14. Publicity and Communications with the Media**

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

#### **15. Change of Control of Contractor**

a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section  
Strategic Supplier Management Team  
Spruce 3b # 1301  
MOD Abbey Wood,  
Bristol, BS34 8JH

and emailed to: [DefComrcISSM-MergersandAcq@mod.gov.uk](mailto:DefComrcISSM-MergersandAcq@mod.gov.uk)

c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to the Effective Date of Contract.

d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

f. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

#### **16. Environmental Requirements**

The Contractor shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

## **17. Contractor's Records**

- a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
  - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
- (1) the end of the Contract term;
  - (2) the termination of the Contract; or
  - (3) the final payment,
- whichever occurs latest.

## **18. Notices**

- a. A Notice served under the Contract shall be:
- (1) in writing in the English language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **19. Progress Monitoring, Meetings and Reports**

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet); and
- (4) any other information reasonably requested by the Authority.

### **Supply of Contractor Deliverables**

#### **20. Supply of Contractor Deliverables and Quality Assurance**

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
  - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
  - (2) discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
  - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
  - (2) notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
  - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

#### **21. Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in Schedule 3 (Contract Data Sheet).
- b. Each ASSC shall be marked with a UII, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05- 132.
- c. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a UII, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.
- d. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.
- e. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- f. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

#### **22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)**

- a. Packaging responsibilities are as follows:
  - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
  - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
  - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
  - (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the

Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:

(1) The Contractor shall provide Packaging which:

- (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
- (b) is labelled to enable the contents to be identified without need to breach the package; and
- (c) is compliant with statutory requirements and this Condition.

(2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:

- (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
- (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
- (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.

c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

- (1) The Health and Safety At Work Act 1974 (as amended);
- (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
- (3) The REACH Regulations 2007 (as amended); and
- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation (Amendment) Order 2019.

e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:

(1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.

(a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES LSOC SpSvcs--SptEng-Pkg1

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

[DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk](mailto:DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk)

(b) The MPAS Documentation is also available on the DStan website.

- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
  - (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
  - (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
  - (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
  - (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
  - (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
  - (8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their Subcontractor is the PDA they shall:
    - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.
    - (b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
      - i. a list of all SPIS which have been prepared or revised against the Contract; and
      - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
    - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
  - (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
  - (3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
  - (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
    - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
    - (b) Each consignment package shall be marked with details as follows:

- i. name and address of consignor;
- ii. name and address of consignee (as stated in the Contract or order);
- iii. destination where it differs from the consignee's address, normally either:
  - (i). delivery destination / address; or
  - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
- iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
  - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.l.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

- (a) description of the Contractor Deliverable;
- (b) the full thirteen digit NATO Stock Number (NSN);
- (c) the PPQ;
- (d) maker's part / catalogue, serial and / or batch number, as appropriate;
- (e) the Contract and order number when applicable;
- (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
- (g) shelf life of item where applicable;
- (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
- (j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

- (1) the full 13-digit NSN;
- (2) denomination of quantity (D of Q);
- (3) actual quantity (quantity in package);
- (4) manufacturer's serial number and / or batch number, if one has been allocated; and
- (5) the CP&F-generated unique order identifier.

k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).

l. The requirements for the consignment of aggregated packages are as follows:

- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
- (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
  - (a) class group number;
  - (b) name and address of consignor;
  - (c) name and address of consignee (as stated on the Contract or order);
  - (d) destination if it differs from the consignee's address, normally either:
    - i. delivery destination / address; or



- ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
- (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
- (f) the CP&F-generated shipping label; and
- (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

### **23. Plastic Packaging Tax**

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with Condition 17 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
- (1) confirmation of the tax status of any Plastic Packaging Component;
  - (2) documents to confirm that PPT has been properly accounted for;
  - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
  - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 23.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

**24. Supply of Data for Hazardous Materials or Substances, Mixtures and Articles in Contractor Deliverables**

- a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. The Contractor shall provide to the Authority:
- (1) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
  - (2) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (3) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety information and forward it to the Authority and to the address listed in clause 24.i below; and
  - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details in Schedule 6 of:

- (1) activity; and
  - (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).
- i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
- (1) Hard copies to be sent to:  
Hazardous Stores Information System (HSIS)  
Spruce 2C, #1260,  
MOD Abbey Wood (South)  
Bristol BS34 8JH
  - (2) Emails to be sent to:  
[DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk](mailto:DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk)
- j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
- k. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.
- l. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **25. Timber and Wood-Derived Products**

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
- (1) shall comply with the Contract Specification; and
  - (2) must originate either:
    - (a) from a Legal and Sustainable source; or
    - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
  - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
  - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause

25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 24.a or 24.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at [www.forestry.gov.uk](http://www.forestry.gov.uk)) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at [www.fao.org](http://www.fao.org)).

## **26. Certificate of Conformity**

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. Each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.

c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).

d. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) NATO Stock Number (NSN) (where allocated);
- (10) identification marks, batch and serial numbers in accordance with the Specification;
- (11) quantities;
- (12) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

e. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

## **27. Access to Contractor's Premises**

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

## **28. Delivery / Collection**

a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
- (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
- (4) be responsible for all costs of Delivery; and
- (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
- (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);

- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
  - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
  - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
  - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

## **29. Acceptance**

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
  - (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

## **30. Rejection and Counterfeit Materiel**

### **Rejection:**

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

### **Counterfeit Materiel:**

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
- (1) notify the Contractor in writing of its suspicion and reasons therefore;
  - (2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
  - (3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);
  - (4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
  - (5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.
- d. Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a and 30.b (Rejection), and provide written notification to the Contractor

of the rejection.

e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:

- (1) retain any Counterfeit Materiel; and/or
- (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;

and such retention shall not constitute acceptance under Condition 29 (Acceptance).

f. Where the Authority intends to exercise its rights under clause 30.e, the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange for:

- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
- (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.

g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

- (1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
- (2) to pass it to a relevant investigatory or regulatory authority;
- (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall, at the discretion of the Authority, be shared with the Contractor; and/or
- (4) to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor;

and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).

h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.

i. The Authority shall not use a retained Contractor Deliverable or consignment other than as permitted in clauses 30.c – 30.k.

j. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.

k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:

- (1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or
- (2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractor's reasonable costs of complying with clause 30.c.

### **31. Diversion Orders**

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

### **32. Self-to-Self Delivery**

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

### **Licences and Intellectual Property**

#### **33. Import and Export Licences**

- a. If, in the performance of the Contract, the Contractor is required to import into or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK Licence is required, the Contractor is responsible for applying for and maintaining that Licence.
- b. Without prejudice to the HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation, and other reasonable assistance to obtain Licences from the UK or a foreign government for the performance of the Contract.
- c. The Contractor shall consult the Authority as soon as reasonably practicable if a Licence is required from a foreign government. Where the Contractor is the applicant for obtaining Licences they shall ensure that when Restrictions apply to all or part of any Contractor Deliverables (which for the purposes of this Condition) shall also include information, technical data, software and services) unless otherwise agreed with the Authority, they shall identify in the application:
  - (1) the end user as: The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereinafter "UK MOD"); and
  - (2) the end use as: For the Purposes of UK MOD; and
  - (3) include in the submission for the Licence a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- d. The Contractor shall take expeditious action to arrange the application for the foreign Licences required to import or export any Materiel not supplied by or on behalf of the Authority or perform any services for which a Licence is required by a foreign government; this includes, but is not limited to, compliance with the ITAR, EAR, FMS and any applicable UK-US agreements. The Contractor shall include the dependencies for the Licence application, grant, and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where a risk management plan is not required under the Contract the Contractor shall inform the Authority's representative accordingly.
- e. During the term of the Contract and for up to two years after Contract completion, the Authority may make a written request to the Contractor to seek a variation to the conditions of a foreign Licence to enable the Authority to re-export or re-transfer a licenced or authorised Materiel from the UK and/or to a non-licenced third party. If the Authority makes such a request, it will consult the Contractor before making a determination on which party is best placed to seek a variation. Where the Contractor is best placed to seek a variation:
  - (1) the Contractor shall, expeditiously file an application to seek a variation of the applicable Licence in accordance with the procedures of the foreign government or raise their objection to the request. Where the Contractor has an objection to the



variation request, the Parties shall meet within 5 Business Days to resolve the issue; should they fail to do so, the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export or import control subject matter experts; and

(2) the Authority shall provide sufficient information, certification, documentation, and other reasonable assistance necessary to support the application to seek a variation.

f. Where the Authority determines that it is best placed to make such a request for variation, the Contractor shall provide sufficient information, certification, documentation, and other reasonable assistance necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable price for this service based on the cost of providing it.

h. The Contractor shall use all reasonable endeavours to incorporate in each relevant Subcontract equivalent terms regarding foreign export and/or import controls to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall promptly report that fact and the circumstances to the Authority.

i. The Authority shall use reasonable endeavours to identify any Restrictions that apply to Materiel to be provided to the Contractor as Government Furnished Assets.

j. Where the Authority is to provide Materiel necessary to enable the Contractor to perform the Contract, or in respect of which the services are to be provided, and that is subject to Restrictions the Authority shall provide a completed DEFFORM 528 (and a copy of any applicable Licence, where available) to the Contractor as soon as reasonably practicable and no later than 30 days prior to the delivery of such Materiel to the Contractor. If the DEFFORM 528 provided is found to be inaccurate or incomplete the Authority shall deliver a new DEFFORM 528 as soon as reasonably practicable.  
SC2 (Edn 10/24) 16

k. Where Restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clause 33.j or any of the information provided by the Authority in any DEFFORM 528 is inaccurate or incomplete the Parties shall promptly agree on the best course of action and implement it to mitigate the impact of the incomplete or inaccurate disclosure under the terms of Condition 6 (Formal Amendments to the Contract), or as may otherwise be provided by the Contract. If there is no alternative or appropriate mitigation available, the Authority may terminate the Contract in accordance with Condition 42 (Termination for Convenience), as appropriate and as referenced in the Contract. Providing the Contractor has taken such steps as are reasonable to mitigate the impact the Contractor shall be relieved of their obligation to perform those elements of the Contract affected by the Restrictions or provision of incorrect or incomplete information.

l. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to any foreign Licence including those that impose or will impose Restrictions. During the term of the Contract the Contractor shall inform the Authority of any foreign Licence and/or any Restrictions not already disclosed at the Effective Date of Contract or relevant amendment. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).

m. The Contractor shall notify the Authority of all, or any part of the Contractor Deliverables identified within clause 33. l, by submitting a DEFFORM 528 or other mutually agreed alternative format as soon as reasonably practicable and no less than 30 days prior to delivery of the Contractor Deliverables. Such notification shall include an update on the validity of all previous information submitted and shall include any Restrictions (not already disclosed to the Authority) notified to the Contractor by any of their Subcontractors, suppliers, or other third parties. The Contractor, within 10 Business Days (or such longer period as shall have been agreed in writing by the Parties) of such notification shall submit a proposal to the Authority outlining actions to mitigate the impact of such Restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal of or modification to the Restrictions, or to obtain appropriate authorisations from the relevant foreign government. The Authority shall inform the Contractor within 10 Business Days (or such longer period as shall have been agreed in writing by the Parties) of receipt of the proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with Condition 6 (Formal Amendments to the Contract) or as otherwise provided by the Contract to implement the

proposal.

n. If the Contractor is unable to perform their obligations under the Contract due to the Restrictions notified in accordance with clauses 33.l and 33.m and the Restrictions are not capable of being removed, modified, or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion amend the Contract in accordance with Condition 6 (Formal Amendments to the Contract) or as otherwise provided by the Contract or terminate the Contract. Except where clause 33.o applies, termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and those due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, shall use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with Condition 40 (Dispute Resolution). Providing the Contractor has taken such steps as are reasonable to mitigate the impact the Contractor shall be relieved of their obligation to perform those elements of the Contract directly affected by the Restrictions or provision of incorrect or incomplete information.

o. Where the Contractor knew or ought reasonably to have known that the Contract Deliverables were subjected to the Restrictions notified in accordance with clauses 33.l and 33.m, either at the Effective Date of Contract or at the date of submission of the most recent previous DEFFORM 528 to the Authority in accordance with clause 33.m, and failed to notify the Authority or the information disclosed was inaccurate or incomplete, the termination of the Contract will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.n with respect to termination will not apply.

p. For a period of up to 2 years from the completion of the Contract, and in response to a specific written request from the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any change to the Restrictions applicable to any Materiel provided under the Contract by issuing an updated DEFFORM 528 to the Authority.

#### **34. Third Party Intellectual Property – Rights and Restrictions**

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
  - (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
  - (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;
  - (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
- g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
  - (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
- h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
  - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
  - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
  - (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
  - (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
  - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
- (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
  - (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
  - (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
  - (4) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
  - (5) following a notification under clause 34.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
  - (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of

equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in Condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 10 (Notification of Intellectual Property Rights (IPR) Restrictions).

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

s. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 10.

t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

## **Pricing and Payment**

### **35. Contract Price**

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to clause 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

### **36. Payment and Recovery of Sums Due**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.

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

d. Where the Authority fails to comply with clause 36.a and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36.c after a reasonable time has passed.

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

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

### **37. Value Added Tax and other Taxes**

- a. The Contract Price excludes any UK output Value Added Tax (VAT) chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for tax purposes. In that event, it is the Contractor's responsibility to ensure the Contract Price captures this tax.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar non-UK input taxes). However, these input taxes will be allowed where they were included in the Contract Price and it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 1.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

### **38. Debt Factoring**

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:
  - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under

clause 36.f;

(2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

(3) the Authority receiving notification under both clauses 38.b and 38.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

(1) is made aware of the Authority's continuing rights under clauses 38.a.(1) and 38.a.(2); and

(2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a.(1) and 38.a.(2).

d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

### **39. Subcontracting and Prompt Payment**

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:

(1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;

(2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;

(3) providing that where the Contractor fails to comply with clause 39.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b.(2) after a reasonable time has passed; and

(4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 39.b.(1) to 39.b.(4).

### **Termination**

#### **40. Dispute Resolution**

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

b. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

#### **41. Termination for Insolvency or Corrupt Gifts**

##### **Insolvency:**

a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events: Where the Contractor is an individual or a firm:

(1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or

- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:

- (a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
  - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 41.a.(9) to 41.a.(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

**Corrupt Gifts:**

c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or
  - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
- (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:



- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
  - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
  - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this Condition, the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
  - (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

#### **42. Termination for Convenience**

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
- (1) not start work on any element of the Contractor Deliverables not yet started;
  - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
  - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
  - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
    - (a) in the possession of the Contractor at the date of termination; and
    - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
  - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
    - (a) all such unused and undamaged materiel; and
    - (b) Contractor Deliverables in the course of manufacture,that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
  - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and
- (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:

- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c.(1);
- (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
- (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.

g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

#### **43. Material Breach**

a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of their obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 43.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

#### **44. Consequences of Termination**

a. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

**45. Project specific DEFCONs and DEFCON SC variants that apply to this contract**

- **DEFCON 5J** (Edn. 18/11/16) – Unique Identifiers
- **DEFCON 14** (Edn. 11/22) - Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs
- **DEFCON 15** (Edn. 06/21) - Design Rights And Rights To Use Design Information
- **DEFCON 16** (Edn.06/21) - Repair And Maintenance Information
- **DEFCON 21** (Edn.06/21) - Retention Of Records
- **DEFCON 23 (SC2)** (Edn. 06/21) - Special Jigs, Tooling And Test Equipment
- **DEFCON 76 (SC2)** (Edn .11/22) - Contractor's Personnel At Government Establishments
- **DEFCON 90** (Edn. 06/21) - Copyright
- **DEFCON 117 (SC2)** (Edn. 09/24) - Supply Of Information For NATO Codification And Defence Inventory Introduction
- **DEFCON 126** (Edn .06/21) - International Collaboration
- **DEFCON 532B** (Edn. 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)
- **DEFCON 540 (SC2)** (Edn. 05/23) – Conflicts of Interest
- **DEFCON 565** (Edn 12/24) - Supply Chain Resilience and Risk Awareness
- **DEFCON 601 (SC)** (Edn. 03/15) - Redundant Material
- **DEFCON 602A (SC2)** (Edn. 04/23) – Quality Assurance (With Deliverable Quality Plan)
- **DEFCON 611 (SC2)** (Edn. 12/22) - Issued Property
- **DEFCON 624 (SC2)** (Edn. 08/22) - Use of Asbestos
- **DEFCON 637** (Edn. 05/17) - Defect Investigation And Liability
- **DEFCON 647 (SC2)** (Edn. 03/24) - Financial Management Information
- **DEFCON 658 (SC2)** (Edn. 10/22) – Cyber
  - Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138
- **DEFCON 660** (Edn. 12/15) - Official-Sensitive Security Requirements
- **DEFCON 670 (SC2)** (Edn. 11/17) – Tax Compliance
- **DEFCON 694 (SC2)** (Edn. 04/25) - Accounting For Property of the Authority
- **DEFCON 697 (SC2)** (Edn. 11/22) – Contractors on Deployed Operations - CONDO
- **DEFCON 800** (Edn.12/14) – Qualifying Defence Contract (QDC)
- **DEFCON 801 (SC2)** (Edn.11/17) – Amendments to Qualifying Defence Contracts - Consolidated Versions
- **DEFCON 802 (SC2)** (Edn.12/14) – QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts
- **DEFCON 803** (Edn.04/21) – QDC: Disapplication of Final Price Adjustment (FPA)
- **DEFCON 804 (SC2)** (Edn.11/17) – QDC: Confidentiality of Single Source Contract Regulations Information

## **46. Special conditions that apply to this Contract**

### **46.1. Options to Extend**

- a. The Authority reserves the right to exercise each or any of the following irrevocable Contract options in accordance with the terms and conditions of the Contract, it being agreed that the Authority has no obligation to exercise each or any such option(s):
  - 1) The Contract may be extended at the Authority's sole discretion beyond the Expiry Date for a further period of one (1) or two (2) annual option years.
- b. The Authority shall provide the Contractor with written notice of its intention to exercise the irrevocable Contract option no later than thirty (30) Business Days prior to the date of commencement for the option, and the option shall take effect on service of that notice. The price for the options shall be that set out in Schedules 13, 15 and 16 of this Contract, in relation to the option period(s).
- c. The irrevocable Contract options detailed at Clause 46.1a shall remain valid for exercising, and the Authority shall have the right to exercise each or any of the irrevocable Contract option(s) at any time from Contract commencement until the Contract Expiry Date.

### **46.2. NOT USED**

### **46.3. NOT USED**

### **46.4. Sub-Contracts**

- a. For the purpose of this Contract and the work to be performed thereunder, the Contractor is designated as the Prime Contractor and shall accordingly be responsible to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of the Contract as described in the Schedule 2 (Schedule of Requirements).
- b. The Contractor's responsibilities referred to in Clause 46.4a above shall apply equally to work carried out by Subcontractors in respect of the requirements of the Contract.
- c. The Contractor shall be fully responsible for the selection, award and administration and performance of all Subcontracts.
- d. The Contractor shall ensure that the terms and conditions of Contract are reflected in all Subcontracts at whatever level, to the extent necessary to enable the Contractor to fully meet their obligations to the Authority under the Contract.
- e. The Contractor shall furnish the Authority with a copy of any such Subcontract if required.
- f. Any change in the Contractor's or major Subcontractors' place(s) of work during the term of the Contract shall be notified to the Authority's Commercial Officer, with a copy to the APM.
- g. The Contractor shall ensure that the rights which accrue to the Authority under the Conditions of this Contract extend to any Subcontracts involved. If a Subcontractor is not prepared to comply with this Condition the Contractor shall report the matter to the Authority's Commercial Officer and await further instructions before placing the Subcontract.

### **46.5. Performance Measurement**

- a. The Contractor shall carry out all work so as to meet the performance levels in accordance with Condition 46.5 and Schedule 14 (Key Performance Indicators)
- b. 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:
  - (1) detect all performance failures as soon as reasonably practicable and, to the extent reasonably practicable, detect any potential performance failures;

- (2) minimise the impact of performance failures on the continued performance of its obligations under the Contract; and
- (3) report all performance failures and potential performance failures to the Authority as soon as soon as they are identified.

### **Key Performance Indicators**

- c. Payments for the Core requirement defined under Line Item 1 to the Schedule of Requirements (Schedule 2) shall be made in accordance with the payment plan at Schedule 13 to this Contract. Payment for a period shall be made in arrears of the service provided and the amounts paid shall be tied to performance against the Contract KPIs (as defined at Schedule 14). If the overall KPI Performance Outcome for a quarter is GREEN, then the full Core payment will be paid
- d. The KPI performance outcomes shall be classified as follows:
  - a. GREEN = GOOD
  - b. YELLOW = APPROACHING TARGET
  - c. AMBER = REQUIRES IMPROVEMENT
  - d. RED = INADEQUATE
- e. Performance against the Contract KPIs shall be measured and monitored as part of the quarterly progress reports defined under the Statement of Work (Schedule 11). In the event that any KPI receives a score that requires the Authority to retain a percentage of the Contractor's payment, the Contractor will be informed of this retention and the Authority will amend the payment amount on CP&F. No action is required of the Contractor.
- f. Where a KPI shows a GREEN level of performance and the previous Contract period KPI was GREEN then the Contractor may claim full payment.
- g. Where a KPI shows a GREEN level of performance and the previous Contract quarter KPI was YELLOW or AMBER then the Contractor may claim full payment in addition to the amount not claimed in the previous period.
- h. Where a KPI performance band shows a YELLOW or AMBER level of performance, and the previous Contract period KPI performance band was YELLOW or 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.
- i. 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 be permanently deducted from the total Contract Price.
- j. The temporary abatement value held for a YELLOW performance is 25% of the quarterly core payment value, the temporary abatement value held for AMBER performance is 50% of the quarterly core payment value and the permanent abatement value deducted for a RED performance is 50% of the quarterly core payment value, in accordance with the Payment Plan at Schedule 13 to the Contract.

- k. The overall KPI performance outcome for each Contract quarter shall be determined as follows:
- If all KPIs are determined to be GREEN, the overall performance outcome will be GREEN.
  - If any KPIs are determined to be YELLOW, and there are no AMBER or RED KPIs, the overall performance Outcome will be YELLOW.
  - If any KPIs are determined to be AMBER, and there are no RED KPIs, the overall performance outcome will be AMBER.
  - If any KPIs are determined to be RED, the overall performance outcome for that KPI will be RED.

l. Example of potential KPI Performance Outcomes:

Quarter	KPI 1	KPI 2	KPI 3	KPI 4	KPI 5	KPI 6	KPI outcome
Q1	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN
Q2	YELLOW	GREEN	GREEN	GREEN	GREEN	GREEN	YELLOW
Q3	AMBER	GREEN	GREEN	YELLOW	GREEN	GREEN	AMBER
Q4	GREEN	GREEN	RED	YELLOW	GREEN	GREEN	RED
Q5	GREEN	GREEN	YELLOW	YELLOW	AMBER	AMBER	AMBER

**Unsatisfactory Performance**

- m. 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 quarters. This shall constitute a Material Breach of the Contract for the purposes of Condition 43.
- n. The Contract performance shall be judged unsatisfactory where any or all KPI's are AMBER for a period of 3 (three) or more consecutive quarters. This shall constitute a Material Breach of the Contract for the purposes of Condition 43.
- o. The Contract performance shall be judged unsatisfactory where any or all KPI's are YELLOW for a period of 4 (four) or more consecutive quarters. This shall constitute a Material Breach of the Contract for the purposes of Condition 43.
- p. Where unsatisfactory performance occurs, the Contractor shall deliver a report to the Authority within 3 (three) Business 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) Business Days following the report to discuss the failure and agree a programme for resolution with the Contractor.
- q. The Authority may exercise its further rights of remedy under the Contract if the Contractor remains in breach, and for the purposes of Condition 43 (Material Breach) in the event of persistent unsatisfactory performance, as described in clause 46.5l to 46.5o above, this shall constitute a Material Breach.
- r. The Contractor may claim relief, in accordance with the procedure detailed at clause 46.5v, from any deferrals if a relief event occurs in accordance with the provisions of 46.5s-v of this Contract and is agreed by the Authority.

- s. Payment of any temporarily retained funds shall be dependent on the outcome of the following quarter's performance, for example:

Previous Quarter	Current Quarter	Quarterly Payment Outcome
APPROACHING TARGET	GOOD	Full payment for the current period and payment of previously retained %
REQUIRES IMPROVEMENT		
APPROACHING TARGET	APPROACHING TARGET	25% temporary retention of current period and permanent retention of previous period's %
REQUIRES IMPROVEMENT	REQUIRES IMPROVEMENT	50% temporary retention of current period and permanent retention of previous period's %
APPROACHING TARGET		
REQUIRES IMPROVEMENT	INADEQUATE	50% permanent retention and permanent retention of previous period's %
APPROACHING TARGET		
REQUIRES IMPROVEMENT		

#### Relief

- t. Where performance against a KPI is assessed as YELLOW, AMBER or RED and it is agreed by the Authority that the circumstances giving rise to the failure in performance are not within the reasonable control of the Contractor, then deductions against the quarterly payment shall not be made by the Authority for that KPI.
- u. Examples of events against which the Contractor may claim relief are limited to:
- (1) By reason of an act or omission of the Authority, its agents or employees, including delay in the supply of GFA, the Contractor has been prevented from performing the service
  - (2) Where the Authority has pre-approved a course of action with the Contractor that knowingly leads directly to a KPI being recorded as AMBER or RED.
- v. For avoidance of doubt, the Contractor may not claim relief where an Article is identified as obsolete. In accordance with the Statement of Work, the Contractor shall undertake proactive obsolescence management and therefore obsolescence issues shall be mitigated prior to Articles being ordered by the Authority.
- w. To obtain relief from any rights of the Authority under this Contract, the Contractor shall:
- (1) as soon as practicable, and in any event within 10 (ten) Business Days after becoming aware that the event has caused, or is likely to cause, delay and/or adversely affect the ability of the Contractor to perform their obligations under this Contract, give the Authority:

- (i) a notice of the claim for relief from their obligations under the

Contract, including full details of the nature of the event, the date of the occurrence and its likely duration;

(ii) full details for the relief claimed, demonstrating to the reasonable satisfaction of the Authority that:

1. the Contractor and its subcontractors could not have reasonably avoided such occurrence or consequences of such occurrence, by steps which may have been reasonably been expected to have taken;
2. the event directly caused the delay to the support of the equipment covered under this Contract and/or service commencement date or the need for relief from other obligations;
3. the time lost and/or details of why the relief claimed could not have been reasonably been expected to be mitigated or recovered by the Contractor acting on good industry practice; and
4. the Contractor is using reasonable endeavours to perform their obligations under the Contract

#### 46.6. Design Rights and Discontinuation of Service

- a. Subject to the provisions of this clause, the intellectual property in the design of all Articles called for or otherwise provided to the Authority under the Contract (the “**said Design(s)**”) shall, subject to any rights of the Crown or any other owner in any invention or design incorporated or used in the said Design, remain with the Contractor.
- b. The Contractor shall assemble at their premises and maintain to the latest design standard for the Authority a Data package comprising such information (including but not limited to drawings, specifications and manufacturing data) as is necessary for the maintenance, repair (including the provision of spare parts) and refurbishment of Articles to the said Designs for the services of the Government of the United Kingdom (the “**Data Package**”).
- c. Further to any other rights granted to the Authority under this Contract or elsewhere, the Authority has the right to secure from the Contractor, or from the authorised trustees or receivers acting on behalf of the Contractor, in the event of the Contractor being unwilling or unable to accept a further Contract from the Authority on fair and reasonable terms for the maintenance, repair (including the provision of spare parts) or refurbishment of Articles to the said Design, or the Contractor permanently discontinuing in business because of bankruptcy, receivership, dissolution, or any other form of permanent business disruption and such business is not continued by a successor in interest to the Contractor to whom the rights in the said Design has been transferred, the said Data Package. The said Data Package will be held by the Contractor in trust for the Authority, shall be deemed to be the property of the Authority, and shall be made available to the Authority without additional charge.
- d. In the event of the Authority securing the said Data package as above, the Authority shall have the right free of charge to use or have used the information contained in said Data Package for the maintenance, repair (including the provision of spare parts) and



refurbishment of Articles to the said Designs for the service of His Majesty in any part of the world to the order of any Department of His Majesty's Government, and in tendering for the same, but for no other purpose.

- e. Insofar as maintenance, repair (including the provision of spare parts) and refurbishment of Articles to the said Designs involves the use of any invention that is the subject of a patent, patent application or like protection, or the infringement of any registered design or similar right owned or controlled by the Contractor or authorised trustees or receivers acting on behalf of the Contractor, no payment will be claimed by the Contractor, trustee, receiver or successor in title or permitted by them to be claimed in respect thereof.

#### **46.7. Place of Work**

- a. Any change in the Contractor's or major sub-contractors' places of repair/refurbishment during the period of the Contract shall be notified to the Commercial Officer, with a copy to the Project Manager named at Box 2 of DEFFORM 111 (Annex A to Schedule 3 of this Contract).

#### **46.8. Access to Authority Sites**

- a. The Authority will assist in arranging access to the relevant Authority site(s) and personnel required to undertake the work required under this Contract. Requests for access/visits shall be made in a timely manner to allow any necessary clearances to be approved/authorised. No access will be granted unless such approval has been given. This shall be co-ordinated through the APM.
- b. The Authority shall have no liability to the Contractor if when the opportunities to visit the Authority's sites/personnel are made available, or are offered to be made available, on the agreed dates and the Contractor fails to make use of them. In such circumstances the liability of the Authority shall cease with effect from the first time the opportunities are made available or offered on the agreed dates.
- c. The Contractor shall arrange access to other sources (i.e. Industry) themselves.

#### **46.9. Exit Strategy**

- a. The Parties recognise the importance of timely planning to ensure that, following expiry or termination of the Contract, there is a seamless and effective transition to alternative support arrangements. The Authority may require the Contractor to assist in the implementation of such alternative support arrangements following expiry or termination of the Contract; the extent of such assistance, and the terms applicable, shall be mutually agreed between the Parties.
- b. The Authority shall appoint a Project Manager to oversee the Exit Strategy.
- c. The APM will liaise with the Contractor to agree a timetable of actions necessary to either transfer the Project back to the Authority's control or to a Third-Party Contractor nominated by the Authority.
- d. The Contractor shall include in all sub-Contracts an option for the Authority to novate, replicate or transfer such sub-Contracts in respect of termination under Conditions 40 to 44. In such circumstances, the Authority will either novate the sub-Contracts or negotiate new contracts. Where supplies of equipment, sub-assemblies, etc. are the subjects of orders with the Contractor, which had either been completed or would not be economic to terminate, the Authority may opt to procure such items from the Contractor at the direct cost of such items.
- e. During the period of notice up to termination of the Contract the Contractor shall continue to

undertake the work in accordance with the Contract terms and conditions subject to the direction of the APM and any agreed changes to the Scope of Work.

**Access to Material Information/ Data/ Software (“Information”)**

- f. In the event of termination under Conditions 40 to 44, the Authority shall have the right to use all information in whatever format generated or used by the Contractor specifically for the purposes of managing and administering this Contract and and/or to enable a third party to manage the Contract.
- g. Where the Contract is terminated by the Authority in accordance with Conditions 40 to 44, then such rights to information shall be limited to information delivered or deliverable under the Contract and excludes rights to the Contractor's proprietary information or third-party proprietary information.
- h. Within five (5) Business Days of receiving formal notice of termination the Contractor shall provide a list of all Information to the APM and agree the nature and timescale for the transfer of such Information.
- i. Where the Contract is to be terminated in accordance with Conditions 40 to 44 or the Authority seeks to place a contract with a third party on expiry of this Contract to provide in service support for any equipment under the scope of this contract, then the Authority and such third party shall provide the Contractor with a written undertaking that the Contractor's information provided under 46.9f above shall be protected and not used by such third party other than for the purposes of managing and administering the contract or for the purposes of a similar contract between the Authority and such third party.
- j. The Contractor shall provide training to the Authority or Third-Party Contractor in the operation of data information management systems. The Price to be agreed for such training will be on the basis of the Contractor's agreed rates for the period.
- k. Authority
  - 1) Upon the Contractor's receipt of the Authority's formal written notice of termination the Authority will be deemed to have overall responsibility for managing the Project Exit Strategy. The Contractor shall remain responsible for all aspects of the Contractor's performance of the contract for the period of notice to the date of contract termination.
- l. Payment
  - 1) The Contractor shall be paid in accordance with the Contract for all work satisfactorily completed under the Contract to the date of contract termination.
  - 2) Where work is required to be undertaken in support of the exit strategy which is in addition to the scope of the Contract then the scope and price for the additional work will be agreed with the Authority prior to commencement of the work. The additional work may be either covered within the existing Contract or a separate order.

**46.10. Cyber**

- a. A Cyber Risk Assessment for this Contract has been undertaken and the level of Cyber Risk has been determined as: Very Low.
- b. The Unique Serial Number of the Cyber Risk Assessment for this Contract is RAR-240507A02.
- c. The Contractor must comply with DEFCON 658 (Cyber) and DEF STAN 05-138 (Cyber Security for Defence Suppliers).

- d. The Contractor should complete a Cyber Supplier Assurance Questionnaire using the tool at the following link: [SAQ Form](#)
- e. This must be completed by the Contractor no less than once in each year of the Contract, commencing on the first anniversary of completion of the Cyber Security Model (CSM) Supplier Assurance Questionnaire.

#### **46.11. Security of Supply**

a. In the event that:

- (1) the Contractor is unwilling or unable to accept, on fair and reasonable terms, a follow-on contract from the Authority for the continuing provision of the Articles and Services which are the subject of this Contract; or
- (2) the Contractor permanently discontinues its business because of bankruptcy, receivership, dissolution or other form of permanent business disruption, and such business is not continued by a successor in interest to the Contractor to whom the relevant intellectual property rights have been transferred,

b. then, subject to agreement of a fair and reasonable price, the Authority shall have the right to obtain from the Contractor, or from the authorised trustees or receivers acting on behalf of the Contractor, sufficient information and licence(s) required for the provision of the Articles and Services which are the subject of this Contract, or, where appropriate, equivalent Articles and Services. Such information and licences may be used by or sub-licensed to a third party, appointed by the Authority, to provide such Articles and Services or equivalents.

#### **46.12. Limitation of Contractor's Liability**

##### **Definitions**

a. In this Condition 46.12 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 sub-contractors 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.

“Term” means the period commencing on the date on which this Contract takes effect and ending on the date all contractor deliverables have been received and accepted, 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

- b. Neither Party limits its liability for:
- (1) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
  - (2) fraud or fraudulent misrepresentation by it or its employees;
  - (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
  - (4) any liability to the extent it cannot be limited or excluded by law.
- c. The financial caps on liability set out in Clauses 46.12d and 46.12e below shall not apply to the following:
- (1) for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
    - (i) the Contractor's indemnity in relation to Condition 34 (Third Party IP – Rights and Restrictions);
    - (ii) the Contractor's indemnity in relation to TUPE at Schedule 23;
  - (2) for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
    - (i) the Authority's indemnity in relation to TUPE under Schedule 23;
  - (3) breach by the Contractor of DEFCON 532B (SC2) and Data Protection Legislation;
  - (4) breach by the Contractor of DEFCON 520; and
  - (54) 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.
  - (6) For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 46.12d and/or 46.12e below.

### Financial limits

- d. Subject to Clauses 46.12b and 46.12c and to the maximum extent permitted by Law:
- (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:
    - (i) in respect of DEFCON 76 (SC2) [REDACTED] in aggregate;
    - (ii) in respect of Condition 43b [REDACTED] in aggregate;
    - (iii) in respect of DEFCON 611 (SC2) [REDACTED] in aggregate; and
    - (iv) in respect of condition 28d [REDACTED] in aggregate;
  - (2) without limiting Clause 46.12d(1) and subject always to Clauses 46.12b, 46.12c and 46.12d. (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.
  - (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 Clauses 46.12d(1) and 46.12d(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 Clauses 46.12d(1) and 46.12d(2) of this Contract.

e. Subject to Clauses 46.12b., 46.12c., and 46.12f., 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.

f. Clause 46.12e. shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

### **Consequential loss**

g. Subject to Clauses 46.12b., 46.12c. and 46.12h., 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:

- (1) indirect loss or damage;
- (2) special loss or damage;
- (3) consequential loss or damage;
- (4) loss of profits (whether direct or indirect);
- (5) loss of turnover (whether direct or indirect);
- (6) loss of business opportunities (whether direct or indirect); or
- (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.

h. The provisions of Clause 46.12g. 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:

- (1) any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
  - (a) to any third party;
  - (b) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
  - (c) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (2) any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- (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, re-procurement 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);
- (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;
- (5) damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
- (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;
- (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);
- (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

- (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**

- i. If any limitation or provision contained or expressly referred to in this Condition 46.12. 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 46.12.

**Third party claims or losses**

- j. 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 Condition 34 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:

- (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) 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**

- k. 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.

**46.13. Articles considered Beyond Economic Repair (BER)**

- a. Except as specified at Clause 46.13b below, no work shall be carried out on any Article which, after superficial examination, is certified by the Contractor to be beyond economical repair (BER). BER is to be when the repair costs exceed approximately 75% of the estimated replacement cost.
- b. Where the Contractor decides that any Article is beyond economical repair or if at any stage it should be decided to discontinue with repair the Contractor shall inform the APM of details of the Article and survey costs incurred which shall be detailed on the Monthly Progress Report.
- c. Notwithstanding the provisions of DEFCON 601 (Redundant Materiel), items found to be beyond economical repair are to be the subject of MOD Form 650A action.
- d. Subject to the written agreement of the APM, the Contractor shall dismantle the Article if it is considered by the Contractor that serviceable or repairable parts will thereby be recovered and such action is economical. A list of parts so recovered shall be submitted, in the form of an Asset Register, to the Authority's APM for further instructions.
- e. Serviceable and recoverable parts under Clause 46.13c above shall be used as far as

possible in the repair/refurbishment of other Articles under this contract.

- f. Unserviceable items shall be scrapped.

**46.14. Russian and Belarusian Exclusion**

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

(1) the Contractor Deliverables and/or Services contain any Russian / Belarusian products and/or services; or

(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:

(i) 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

(ii) 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.

- b. 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

- c. 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.

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

**46.15. Variation of Price (VoP)**

- a. The prices stated in the Schedule of Requirements for Option Years one (1) and two (2) are Fixed at June 2025 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles 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

**O** represents the index 'G777: PPI INDEX OUTPUT DOMESTIC - C33 Repair and installation services of machinery and equipment'

**O<sub>0</sub>** represents the 12-month average of the Output Price Index figure for the base period June 2024 to May 2025 (as above) (to 4 decimal places)

**O<sub>i</sub>** represents the 12-month average of the Output Price Index before the payment date period, using the most recently available data (to 4 decimal places)

**a** equals 0.1 and represents the Non- Variable Element (NVE)

**b** equals 0.9 and represents the Variable Element

Note:  $a+b=1$

- b. The Index referred to in Clause 46.15a above shall be taken from the following Tables:  
Office for National Statistics (ONS) PPI INDEX OUTPUT DOMESTIC - C33 Repair and installation services of machinery and equipment 2015=100  
<https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/g777/mm22>

c. 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.

d. 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 Clause 46.15c above) shall then be applied.

e. 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.

f. 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.

g. 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.

#### **46.16. Government Furnished Assets**

- a. The Authority shall be responsible for providing the Government Furnished Assets (GFA) to be supplied under the Contract as detailed at Schedule 26 (Government Furnished Assets Register).
- b. The GFA shall at all times remain the property of the Authority; it shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing



of the Authority.

- c. The Contractor shall be responsible for the management of all GFA in accordance with DEFCON 611 (Issued Property) and DEFCON 694 (Accounting for Property of the Authority).
- d. At expiry or earlier termination of the Contract, in accordance with DEFCON 611 (Issued Property), the Contractor shall provide to the Authority a list of all GFA holdings under the Contract. The Authority's Commercial Officer shall issue directions for the transfer, disposal or return to stores of all listed items detailed at Schedule 26 (Government Furnished Assets Register).
- e. The Contractor shall immediately notify the Authority's Commercial Officer in writing of any additional request(s) for GFA required to perform the obligations of the Contract that they do not already hold or that has not been made available to them.
- f. In addition to the requirements of DEFCON 611 (Issued Property) and Condition 28 (Delivery/Collection), the following shall apply:
  - (1) the right of the Authority to reject Article(s) under the Contract shall in no way be prejudiced by or through the fact that the Article(s) in question may have been made from or include materiel supplied by the Authority;
  - (2) material which is normally available from commercial sources will not be issued from Government stocks unless the circumstances are exceptional. There will be a charge for the use of such Government Articles;
  - (3) material which is only available from Government sources, and which is necessary for the performance of this Contract, should be requested from the Authority's Project Manager; and
  - (4) any Authority owned documentation issued to the Contractor will also be covered by Contract Loan terms.
- g. Failure by the Authority to supply the GFA at Schedule 26 (Government Furnished Assets Register) shall not be used by the Contractor as a reason for not fulfilling its obligations under the Contract. However, if it is accepted by both Parties that in the event that the Authority has failed to supply any of the GFA requirements by the date(s) specified at Schedule 26 (Government Furnished Supplies) for the provision thereof, the Authority shall only be responsible for those additional costs that have been properly incurred by the Contractor and for any appropriate extension of time for completion of the Contract, provided that the Authority is satisfied such additional costs and/or effect on execution of the Contract are directly and solely the result of the failure of the Authority to make available the GFA on the date(s) stipulated and for the duration specified;
  - (1) the Authority is satisfied such additional costs and/or effect on execution of the Contract are directly and solely the result of the failure of the Authority to make available the GFA on the date(s) stipulated and for the duration specified;
  - (2) the Contractor has taken all reasonable steps to minimise the inclusion of

additional costs.

- h. The Authority shall not be responsible for any additional costs and/or effect on the execution of the Contract for late provision of GFA, if it is demonstrated that such late provision is solely due to the Contractor's late delivery of items or information against the Contract which are subsequently issued by the Authority to the Contractor as GFA or which are needed by the Authority to supply the GFA. Any late delivery of such items or information may require the re-negotiation of the date(s) specified at Schedule 26 (Government Furnished Assets Register) and both Parties will assess the consequences to the Contract and shall negotiate a solution in good faith, which shall not preclude schedule amendment and price adjustment as necessary.
- i. Should the Contractor fail to notify the Authority, in a timely manner, of any changes to the GFA dates(s) required and the duration specified and the Authority furnishes the required GFA by the original due date, then the following shall apply:
  - (1) the Authority shall not be liable for any additional costs incurred by the Contractor, if the GFA cannot be provided to the Contractor within its revised timescales; and
  - (2) the Contractor shall be responsible for any consequential cost incurred by the Authority resulting from any failure by the Contractor to notify the Authority in a timely manner,
  - (3) the Authority has taken reasonable steps to minimise the inclusion of consequential costs;
  - (4) the Authority has taken reasonable steps to provide the GFA within the revised timescales; and
  - (5) the Contractor is satisfied that such additional liabilities and/or the effect on execution of the Contract are directly and solely the result of the failure of the Contractor to advise the Authority in a timely manner of the revised GFA timescales.
- j. Where any Government Furnished Information (GFI) supplied by the Authority contains latent errors, omissions or inaccuracies which could not reasonably have been identified by the Contractor at the time such GFI had been supplied by the Authority, both Parties will assess the consequences under the Contract and shall negotiate a solution in good faith.

#### **46.17. Cost Reduction Incentive**

- a. The Authority seeks to encourage the Contractor to identify and implement cost-saving measures relating to the Articles and services delivered, provided always that such savings do not compromise the safety, quality, or compliance with the codes, standards and specification within the Contract.
- b. Cost-savings may be achieved throughout the term of the Contract by any demonstrable and verifiable reduction in the Contractor's cost of supplying one or more Articles or services. These reductions may be achieved through, though not limited to:
  - (1) Substitution of existing suppliers with alternative suppliers;
  - (2) Use of alternative materials or manufacturing processes;

(3) Economies of scale or revised commercial terms.

- c. The Contractor may, during the term of the Contract, submit a written proposal to the Authority for approval to implement cost-saving measures. No substitution or modification leading to cost reduction shall be implemented without the Authority's prior written consent.
- d. The Parties agree to share the benefits of such cost reductions, at a mutually agreed rate. The specific percentage or ratio will be determined through negotiation and agreement.

## **47 Processes that apply to this Contract are**

### **47.1 Ad-hoc Tasking Procedure (SOR line item 4)**

- a. The Authority reserves the right under Line Item 3 of the Schedule of Requirements to instruct the Contractor to undertake tasks that are additional to the requirements specified within the Statement of Work (Schedule 11). Ad-hoc tasking may include, but is not limited to; investigations, studies, modifications, upgrades, technical support etc. The tasking procedure detailed below will be employed by the Authority to initiate such tasks.
- b. When a new task or change to an existing task is proposed, the Scope of work for each task shall be specified upon part 1 of the Tasking Authorisation Form (TAF) (Schedule 18). The form shall be completed and signed by the APM and Commercial Officer.
- c. The Contractor is to provide the Authority with a Firm price quotation for carrying out the task, including the timescales and completion date, in part 2 of the TAF within ten Business Days of receipt of part 1. Part 2 shall be supported by a detailed breakdown of the proposed charging including, but not limited to; labour rates and hours (in accordance with Schedule 15 (Rates)), sub-contract costs, materials costs, overheads and profit broken down against each element of the ad-hoc task. The profit rate for taskings shall be in accordance with the Profit Rate and Adjustments detailed at Schedule 15 for the year that the task is raised. The TAF shall also give details of any Government Furnished Assets (GFA) that may be required to complete the Tasking. The TAF together with the price breakdown shall be returned to the Authority for consideration.
- d. In the event that a stage payment plan is deemed appropriate for a specific task, the Contractor may propose a stage payment plan as part of its quotation. Stage payments shall be tied to deliverables and the achievement of key milestones, the value of each payment shall be commensurate with the effort undertaken to meet that milestone with a retention of at least 20% of the total value of the task payable upon final completion of all requirements under that task. Should no payment plan be agreed, payment shall be made upon completion of the task. The Authority is under no obligations to agree to a stage payment plan.
- e. When a Firm Price has been agreed, the Authority shall authorise the task by creating a purchase order on the CP&F system and by returning a signed part 3 of the TAF to the Contractor. No work may commence prior to the raising of the purchase order and any work carried out by the Contractor in advance of the raising of the purchase order shall be entirely at the Contractor's own risk and cost.
- f. Once the task is completed and all deliverables have been satisfied the Contractor shall sign and return part 4a of the TAF within five Business Days of completion of the TAF.
- g. Part 4b of the TAF is to be completed by the Authority once the ad-hoc task has been completed to the satisfaction of the Authority. In the event the Authority rejects or disputes the Contractor's claim of completion, part 4b will not be issued and payment will not be made until the Authority is satisfied that completion of the task has occurred.
- h. When including Travel and Subsistence (T&S) in its proposed price for an ad-hoc task the Contractor must include details of the assumptions made about travel and the rates used. Claims for T&S shall be in accordance with Schedule 15 (Rates). The Contractor shall retain copies of receipts to support claims for T&S. Copies of receipts shall be provided to the Authority, upon request. The Contractor shall retain receipts in accordance with Condition 17 (Contractor's Records)

### **Task Termination**

- i. Any ad-hoc task placed under this Contract may be terminated by the Authority at any time, in accordance with Condition 42 (Termination for Convenience).
- j. Where requested by the Authority, the Contractor shall furnish a report covering work done to the date of termination with such recommendations as may be required at that stage.

### **47.2. Procedure for Adding an article to, or replacing an article on items 2 and 3 of the Schedule of Requirements**

- a. From time to time the Authority may require an Article to be replaced or added to the Parts Catalogue (Schedule 16) which fall under items 2 and 3 of the Schedule of Requirements.
- b. The requirement for an additional/replacement Article shall be notified to the Contractor in the form of a request for quotation by the Authority's Commercial Officer.
- c. The Authority shall provide, to the Contractor, an estimate of the annual requirement of the Article.
- d. Firm prices shall be required for each additional or replacement Article.
- e. The Contractor should use their commercial expertise and knowledge to carry out all necessary price investigations and negotiations. However, the Authority reserves the right to become involved directly with the pricing of single source procurement at any time and the Contractor should advise the potential subcontract supplier that the Authority may wish to do so.
- f. **Pricing of Proprietary Items**  
Evidence shall be submitted to prove "Best Customer Terms" i.e. they are inclusive of all trade/best customer discounts and the Articles are not sold at a cheaper price elsewhere. If the item is included on a commercial price list a current copy shall be submitted indicating the discount being offered to the Authority.
- g. **Pricing of Non-Proprietary Items.**  
Each price shall be broken down under the headings of Labour Materials, Bought Out Parts, Overheads, Handling and Profit.
- h. Quotations shall be forwarded to the Authority together with copies of all relevant subcontractor quotes and should show separately the breakdown detailed at 47.2g above. The quotation should be supported by a statement in the following format, signed by the appropriate representative of the Company:  
"The prices quoted by and amounting to £. have been investigated by the Contractor and are considered to be fair and reasonable and recommended for acceptance by the Authority."
- i. Notwithstanding the certification at clause 47.2h above the Authority reserves the right to fully investigate any quotations which it deems unreasonable and to require the Contractor to seek a reduction. Any escalation rate proposed for future years pricing shall be based on the rate(s) applicable at the time of quotation. An explanation of the

rate applied and the reasons for increase shall also be provided. Inflation rates which are considered excessive shall be challenged by the Authority.

- j. Subject to the additional/replacement Article price being acceptable to the Authority a formal Contract Amendment shall be issued adding a new/replacement line item to the list of repairable or spares items (whichever is appropriate) and acknowledging the price of that item. Any line item no longer required by the Authority shall be deleted by amendment.
- k. A request for quotation as at clause 47.1b above should not be construed as implying a commitment by the Authority to place any order/Contract amendment now or in the future, in respect of the requirement under consideration. No liability will be accepted by the Authority for costs incurred by the Contractor in preparation or in anticipation of the placing of an order/Contract amendment.

**Contract 707614450 for the In-Service Support of Extended During Breathing Apparatus (EDBA)**

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

For and on behalf of Scott Health & Safety Limited:

Name, Title and Company Position	<div></div> Scott Health & Safety Limited Director
Signature	<div></div>
Date	25 <sup>th</sup> June 2025

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

Name, Title and Company Position	<div></div>
Signature	<div></div>
Date	26 <sup>th</sup> June 2025

## Schedule 1 - Definitions of Contract

<b>Article</b>	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
<b>Articles</b>	means, (except in relation to Schedule 10) 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 Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.
<b>Assets Subject to Special Assets (GFA)</b>	means a Contractor Deliverable which is; a. subject to the United States International Traffic In Arms Regulations (ITAR); b. subject to the 600 series of the United States Export Administration Regulations (EAR); or c. classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;
<b>ASSC Indicator</b>	means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
<b>Collect</b>	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf



they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);
<b>Contract Price</b>	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
<b>Contractor</b>	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
<b>Contractor Deliverables</b>	means the 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;
<b>Control</b>	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
<b>Counterfeit Materiel</b>	means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by: a. misleading marking of the materiel, labelling or packaging; b. misleading documentation; or c. any other means, including failing to disclose information; except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.
<b>CPET</b>	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
<b>Crown Use</b>	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
<b>Dangerous Goods</b>	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are

prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations;

<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.kid.mod.uk">https://www.kid.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
<b>Effective Date of Contract</b>	means the date upon which both Parties have signed the Contract;
<b>Evidence</b>	means either: <ol style="list-style-type: none"><li>a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or</li><li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li></ol>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>First-Tier Sub-Contractor</b>	means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
<b>FLEGT</b>	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;

<b>Government Furnished Assets (GFA)</b>	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
<b>Hazardous Contractor Deliverable</b>	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
<b>Independent Verification</b>	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
<b>Information</b>	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
<b>Issued Property</b>	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
<b>Licence</b>	means, in relation to clause 33 only, import licence, export licence or other import or export related authorisation, agreement, exception or exemption, including (but not limited to) the export licences required by the United States under the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) and Foreign Military Sales (FMS), or those required as a result of any applicable UK-US agreements;
<b>Legal and Sustainable</b>	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
<b>Legislation</b>	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;
<b>Lower-Tier Sub-Contractor</b>	means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
<b>Materiel</b>	means, in relation to clause 33 only, information, technical data, and items, including all goods, components of goods and software;
<b>Military Level Packaging (MLP)</b>	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
<b>Military Packager Approval Scheme (MPAS)</b>	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>Mixture</b>	means a mixture or solution composed of two or more substances;
<b>MPAS Registered Organisation</b>	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
<b>Packaging Design Authority (PDA)</b>	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Plastic Packaging Components</b>	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
<b>PPT</b>	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
<b>PPT Legislation</b>	means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
<b>Primary Packaging Quantity (PPQ)</b>	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
<b>Publishable Performance Information</b>	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
<b>Recycled Timber</b>	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;

<b>Restrictions</b>	means, in relation to clause 33 only, end use or end user restrictions including (but not limited to) restrictions on transfers to third parties or disclosure to individuals based on their nationality, residency status and/or employment status;
<b>Robust Contractor Deliverables</b>	shall mean Robust items as described in Def Stan 81-041 (Part 2)
<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
<b>Schedule of Requirements</b>	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
<b>Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
<b>Short-Rotation Coppice</b>	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
<b>STANAG 4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<b>Subcontractor</b>	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
<b>Substance</b>	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;
<b>Timber and Wood-Derived Products</b>	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
<b>Transparency Information</b>	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt

**Unique Item Identifier (UII)**

from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information; means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of:

- a. NATO Stock Number (NSN);
- b. NATO Commercial and Government Entity (NCAGE) Code;
- c. ASSC Indicator, where applicable;
- d. Serial number; and
- e. Part number

**Virgin Timber**

means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with Schedule 1.

**Annex A to Schedule 1 - Additional Definitions of Contract i.a.w. Conditions 45 - 47 (Additional Conditions)**

<b>Ad Hoc Task</b>	means an activity required by the Authority to be performed by the Contractor pursuant Section 47.1 (Ad Hoc Tasking Procedure).
<b>Beyond Economical Repair (BER)</b>	means when the repair cost of an Article exceeds approximately 75% of the estimated replacement cost.
<b>Commercial Officer</b>	means the Authority so designated in the Contract
<b>Core Work</b>	means the activities/deliverables that are executed/provided by the Contractor with costs allocated within the quarterly payment plan
<b>CP&amp;F</b>	means Contracting, Purchasing and Finance, the Authority's electronic procurement tool
<b>DEFCON</b>	means the MOD DEFCON series which can be found at <a href="https://www.kid.mod.uk">https://www.kid.mod.uk</a>
<b>DefCon</b>	means an Inventory requested work package number.
<b>Fixed Price</b>	means a price, agreed for Articles or Services, or both, that is subject to variation in accordance with the variation of price provisions of the Contract
<b>Key Performance Indicator</b>	means a metric which enables formal measurement and review of whether the Contractor is delivering the obligations and performance set out in the Contract.
<b>Minutes</b>	mean the written record of what was said at a meeting
<b>Month</b>	Means calendar month
<b>Non-Core Work</b>	means work and deliverables that are outside of the core price of the contract.
<b>Project Manager</b>	means the authority so designated in the Contract

**Schedule 2 - Schedule of Requirements**

MINISTRY OF DEFENCE		
<b>CONTRACTOR:</b> Scott Health & Safety Ltd Pimbo Road West Pimbo Skelmersdale Lancashire WN8 9RA	<b>SCHEDULE OF REQUIREMENTS FOR:</b>  <b>Extended Duration Breathing Apparatus (EDBA) In Service Support</b>	<b>CONTRACT No:</b>  707614450
<b>Contract Issued:</b> 26 <sup>th</sup> June 2025		<b>Previous Contract No:</b>  701485374

**Table of Requirements**

Item No	Description	Years 1-3, Firm Price Years 4-5 Fixed Price (ex VAT)
The Contractor is to provide and deliver Core in-service support for EDBA for a period of 3 years from 26 <sup>th</sup> June 2025 to 31 <sup>st</sup> March 2028, in accordance with the Conditions of Contract. All three years of the contracts' duration are Firm Priced.		
	<b>Contract Conditions:</b> The Contract is subject to the attached Conditions of Contract	
1	<b>Core Support:</b> Core Activities in accordance with Schedule 11 (Statement of Work – Sections 1 – 14) to the Contract and the Conditions of Contract.	In accordance with Schedule 13
2	<b>Non-Core Support – Surge Part Orders</b> In accordance with Schedule 11 (Statement of Work – Section 16.1) to the contract and the Conditions of Contract.	In accordance with Schedule 16
3	<b>Non-Core Support – Surge &amp; FFTU Refurbishments</b> In accordance with Schedule 11 (Statement of Work – Section 15.1 & 16.2 and 16.3) to the contract and the Conditions of Contract.	In accordance with Schedule 16
4	<b>Ad-Hoc Tasking</b> In accordance with Schedule 11 to the Contract (Statement of Work - Section 16.4) and the procedures detailed at Condition 47.1 of the Conditions of Contract.	In accordance with the rates at Schedule 15 and Schedule 16
<b>OPTION YEAR ONE (YEAR 4):</b> The Contractor is to provide and deliver Core in-service support for EDBA for a further period of 1 year from 1 <sup>st</sup> April 2028 to 31 <sup>st</sup> March 2029, in accordance with the Conditions of Contract.		
5	<b>Core Support:</b>	In accordance with



## Schedule 2 – Schedule of Requirements

	Core Activities in accordance with Schedule 11 (Statement of Work – Sections 1 – 14) to the Contract and the Conditions of Contract.	Schedule 13
6	<b>Non-Core Support – Surge Part Orders</b> In accordance with Schedule 11 (Statement of Work – Section 16.1) to the contract and the Conditions of Contract.	In accordance with Schedule 16
7	<b>Non-Core Support – Surge &amp; FFTU Refurbishments</b> In accordance with Schedule 11 (Statement of Work – Section 15.1 & 16.2 and 16.3) to the contract and the Conditions of Contract.	In accordance with Schedule 16
8	<b>Ad-Hoc Tasking</b> In accordance with Schedule 11 to the Contract (Statement of Work - Section 16.4) and the procedures detailed at Condition 47.1 of the Conditions of Contract.	In accordance with the rates at Schedule 15 and Schedule 16
<b>OPTION YEAR TWO (YEAR 5):</b> The Contractor is to provide and deliver Core in-service support for EDBA for a further period of 1 year from 1 <sup>st</sup> April 2029 to 31 <sup>st</sup> March 2030, in accordance with the Conditions of Contract.		
9	<b>Core Support:</b> Core Activities in accordance with Schedule 11 (Statement of Work – Sections 1 – 14) to the Contract and the Conditions of Contract.	In accordance with Schedule 13
10	<b>Non-Core Support – Surge Part Orders</b> In accordance with Schedule 11 (Statement of Work – Section 16.1) to the contract and the Conditions of Contract.	In accordance with Schedule 16
11	<b>Non-Core Support – Surge &amp; FFTU Refurbishments</b> In accordance with Schedule 11 (Statement of Work – Section 15.1 & 16.2 and 16.3) to the contract and the Conditions of Contract.	In accordance with Schedule 16
12	<b>Ad-Hoc Tasking</b> In accordance with Schedule 11 to the Contract (Statement of Work - Section 16.4) and the procedures detailed at Condition 47.1 of the Conditions of Contract.	In accordance with the rates at Schedule 15 and Schedule 16

### Schedule 3 - Contract Data Sheet

<b>General Conditions</b>
<b>Condition 2 – Duration of Contract:</b>  The Contract expiry date shall be: 31/03/2028
<b>Condition 4 – Governing Law:</b>  Contract to be governed and construed in accordance with: English Law  Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
<b>Condition 7 – Authority’s Representatives:</b>  The Authority’s Representatives for the Contract are as follows:  Commercial: (as per Annex A to Schedule 3 (DEFFORM 111))  Project Manager: (as per Annex A to Schedule 3 (DEFFORM 111))
<b>Condition 18 – Notices:</b>  Notices served under the Contract shall be sent to the following address:  Authority: (as per Annex A to Schedule 3 (DEFFORM 111))  Contractor: Scott Health & Safety Ltd Pimbo Road West Pimbo Skelmersdale Lancashire WN8 9RA  Notices can be sent by electronic mail? Yes
<b>Condition 19.a – Progress Meetings:</b>  The Contractor shall be required to attend the following meetings: Progress meetings details can be found at section 2 of Schedule 11 – Statement of Work
<b>Condition 19.b – Progress Reports:</b>

The Contractor is required to submit the following Reports:  
Progress reports details can be found at section 2 of Schedule 11 – Statement of Work

### Supply of Contractor Deliverables

#### Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? Yes

A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2)

The Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within three (3) months of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

#### Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: All Rubber Hoses shall be marked in accordance with Schedule 12 (Rubber Appendix). All other deliverables shall be marked clearly, as defined in Condition 21.

#### Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – [DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk](mailto:DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk)

to be delivered with the Contractor's tender submission.

#### Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be delivered with the Contractor's tender submission.

#### Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: 1-4

Contractors are to maintain Certificate of Conformities that can be requested by the Authority at any time.

**Condition 28.b – Delivery by the Contractor:**

The following Line Items are to be Delivered by the Contractor:

Line Item 3, specifically SoW WP 16.3

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

**Condition 28.c - Collection by the Authority:**

The following Line Items are to be Collected by the Authority:

Line Items 1, 2, 3 and 4 (excluding SoW WP 16.3)

Special Delivery Instructions:

Deliveries shall be arranged via MOD Transport for items under Schedule 16; end location of delivery will be as specified in the CP&F orders (only applicable to lines 2, 3 and 4).

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with 28.c.(4)):

Line Items: Address: N/A

Line Items: Address: N/A

Consignee details (in accordance with condition 23):

Line Items: Address: N/A

Line Items: Address: N/A

**Condition 30 – Rejection:**

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless

otherwise specified here:

**Condition 32 – Self-to-Self Delivery:**

Self-to-Self Delivery required? No

**Pricing and Payment**

**Condition 35 – Contract Price:**

All Schedule 2 line items shall be Firm Price for the first three years of the Contract and Fixed thereafter, with the Variation of Price formula applied.

**Termination**

**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) Business Days unless otherwise specified here:

**Other Addresses and Other Information** (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

**Annex A to Schedule 3 - Addresses and Other Information****1. Commercial Officer:**

Name: [REDACTED]

Address: NH1, Spruce 3C, MoD Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED]

**8. Public Accounting Authority:**

- Returns under DEFCON 694 should be uploaded to Government Furnished Equipment Industry Portal - <https://assetmgmt.desdigital.mod.uk>
- Stock Certificates under DEFCON 694 should be returned to [DBSFin-FAADMT-AiiTeam@mod.gov.uk](mailto:DBSFin-FAADMT-AiiTeam@mod.gov.uk)
- For all general queries contact your Delivery Team or [DBSFin-FAADMT-AiiTeam@mod.gov.uk](mailto:DBSFin-FAADMT-AiiTeam@mod.gov.uk)
- For all portal queries contact [DESDigital-AAI-Artintel-Support@mod.gov.uk](mailto:DESDigital-AAI-Artintel-Support@mod.gov.uk)

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

Name: [REDACTED]

Address: NH1, Spruce 3C, MoD Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED]

**9. Consignment Instructions:**

The items are to be consigned as follows:

To be detailed on individual purchase orders.

**3. Packaging Design Authority:**

Organisation and point of contact:

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

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH**Air Freight Centre**

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

**Surface Freight Centre**

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

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

**B. JSCS**

JSCS Helpdesk ☎ 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 [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance**4. (a) Supply/Support Management Branch or Order Manager Branch/Name:**

(b) U.I.N

**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>**5. Drawings/Specifications are available from:****12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe

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

**Applications via fax or email:**[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)**6. Intentionally Left Blank****7. Quality Assurance Representative:**

[REDACTED]

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

**\* 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 Intranet site requests should be submitted through the Commercial Officer named in Section 1.

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]

## Schedule 4 – Contract Change Control Procedure

### Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 707614450

#### Authority Changes

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

#### Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
  - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
  - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
  - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
  - e. further to such notification:
    - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
    - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
      - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; or
      - ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

#### Contractor Change Proposal

7. As soon as practicable, and in any event within:
  - a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
  - b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
    - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business

## Schedule 4 – Contract Change Control Procedure

Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

(2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
  - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
  - b. a detailed breakdown of any costs which result from the Change(s);
  - c. the programme for implementing the Change(s);
  - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
  - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

**Contractor Change Proposal – Process and Implementation**

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - a. evaluate the Contractor Change Proposal; and
  - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
  - a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
  - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect)
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

**Contractor Changes**

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).



**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 12)**

Contract No: 707614450
Description of Contractor's Commercially Sensitive Information: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Cross Reference(s) to location of sensitive information: [REDACTED] [REDACTED]
Explanation of Sensitivity: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Details of potential harm resulting from disclosure: [REDACTED] [REDACTED]
Period of Confidence (if applicable): Lifetime of the contract
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED]

[REDACTED]

[Redacted]

Schedule 5 – Contractors Commercially Sensitive Information Form

Position:	[Redacted]
Address: Pimbo Road, Skelmersdale, WN8 9RA	
Telephone Number:	[Redacted]
Email Address:	[Redacted]

[Redacted]

**Schedule 6 – Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: 707614450****Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor**

Contract No: 707614450

Contract Title: Extended Duration Breathing Apparatus (EDBA) In Service Support

Contractor: Scott Health and Safety Ltd

Date of Contract: 26/06/2025

\* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied ☐; or

\* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24. ☒

HEMGENE, KRYTOX 205 – See file Krytox 205 MSDS.pdf  
CARBAFLOW KSP205 – See file CARBAFLO KSP 205\_MSDS.pdf  
CASTROL Moly grease – See file CASTROL Moly grease MSD

Contractor's Signature:

Name:

Job Title:

Date: 17<sup>th</sup> June 2025

\* check box ☐ as appropriate

---

**To be completed by the Authority**

Domestic Management Code (DMC): [ ]

NATO Stock Number: [ ]

Contact Name: [ ]

Contact Phone Number: [ ]

Contact Address: [ ]

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260  
MOD Abbey Wood (South)  
Bristol BS34 8JH

Email: [DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk](mailto:DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk)



# Safety Data Sheet according to Regulation (EC) No. 1907/2006 (REACH)

Printed 20.12.2015  
revision 23.04.2015 (GB) Version 1.3

**CARBAFLO KSP 205**  
A01-07449-CP1001085

## SECTION 1: Identification of the substance/mixture and of the company/undertaking

### 1.1. Product identifier

Name of product CARBAFLO KSP 205

### 1.2. Relevant identified uses of the substance or mixture and uses advised against

Recommended intended purpose(s)

Lubricating grease

### 1.3. Details of the supplier of the safety data sheet

#### Manufacturer/distributor

FUCHS LUBRITECH GMBH  
Werner-Heisenberg-Straße 1, D-67661 Kaiserslautern/Germany  
Phone +49 (0) 6301 3206 - 0, Fax +49 (0) 6301 3206 - 940  
E-Mail reach@fuchs-lubritech.de  
Internet www.fuchs-lubritech.com

#### US Distributor

Fuchs Lubricants Co.  
17050 Lathrop Avenue  
Harvey, IL 60426  
(708) 333-8900  
(800) 255-3924 24 hr Emergency

#### Advice

Product Safety Management  
Phone +49 (0) 6301 3206 - 0  
Fax +49 (0) 6301 3206 - 940  
E-mail (competent person):  
reach@fuchs-lubritech.de

### 1.4. Emergency telephone number

#### Emergency advice

+49 (0)171 / 4632154  
Phone 06301/3206-808  
This number is only available at office times.

## SECTION 2: Hazards identification

### 2.1. Classification of the substance or mixture

Classification according to 67/548/EEC or 1999/45/EC

#### Additional hints

The product does not require a hazard warning label in accordance with EC directives/German regulations on dangerous substances.

### 2.2. Label elements

Labelling according to Regulation (EC) No 1272/2008 [CLP/GHS]

No information available.

### 2.3. Other hazards

Information pertaining to special dangers for human and environment  
none at appropriate handling and storage

## SECTION 3: Composition/ information on ingredients

### 3.2. Mixtures

#### Additional advice

No hazardous material resp. below level of consideration according to Directive 67/548 EWG

## SECTION 4: First aid measures

### 4.1. Description of first aid measures

#### General information

Remove contaminated soaked clothing immediately, don't leave to dry.

#### In case of Inhalation

No special measure necessary.

#### In case of skin contact

In case of contact with skin wash off with soap and water.

#### In case of eye contact

In case of contact with eyes rinse with plenty of water carefully. In the event of persistent symptoms seek medical treatment.

#### In case of Ingestion

Call doctor in case of indisposition

Do not induce vomiting.

Give plenty of water to drink in small sips.

**SAFETY DATA SHEET**

Castrol Moly Grease

**Section 1. Identification**

GHS product identifier	Castrol Moly Grease
Product code	452715-TH01
SDS no.	452715
<u>Relevant identified uses of the substance or mixture and uses advised against</u>	
Use of the substance/ mixture	Grease For specific application advice see appropriate Technical Data Sheet or consult our company representative.
Manufacturer	BP-Castrol (Thailand) Limited Samut Sakon Industrial Estate, 39/77-78 Moo 2 Rama II Road, Bangkachao Amphur Muang, Samut Sakon 74000 Tel. +66 34 419666, Fax. +66 34 419666
Supplier	BP-Castrol (Thailand) Limited 3 Rajanakarn Building, 23rd Floor South Sathon Road Yannawa, Sathon Bangkok 10120 Tel. +66 02 6843555, Fax. +66 02 684 3646
EMERGENCY TELEPHONE NUMBER	Carechem: 001800 1 2066 6751 (tollfree, access from Thailand only)

**Section 2. Hazards identification**

GHS Classification	SKIN CORROSION/IRRITATION - Category 2 SERIOUS EYE DAMAGE/EYE IRRITATION - Category 2A
GHS label elements Hazard pictograms	
Signal word	Warning
Hazard statements	H319 - Causes serious eye irritation. H315 - Causes skin irritation.
Precautionary statements	
Prevention	P280 - Wear protective gloves. Wear eye or face protection. P284 - Wash hands thoroughly after handling.
Response	P302 + P352 + P362 + P363 - IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing. Wash contaminated clothing before reuse. P332 + P313 - If skin irritation occurs: Get medical attention. P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P337 + P313 - If eye irritation persists: Get medical attention.
Storage	Not applicable.
Disposal	Not applicable.
Other hazards which do not result in classification	Defatting to the skin. Note: High Pressure Applications Injections through the skin resulting from contact with the product at high pressure constitute a major medical emergency. See 'Notes to physician' under First-Aid Measures, Section 4 of this Safety Data Sheet.

**SAFETY DATA SHEET****Krytox™ GPL 205**

Version	Revision Date:	SDS Number:	Date of last issue: 05/29/2018
4.1	09/12/2018	1785595-00005	Date of first issue: 06/23/2017

**SECTION 1. IDENTIFICATION**

Product name : Krytox™ GPL 205

SDS-Identcode : 130000024223

**Manufacturer or supplier's details**

Company name of supplier : The Chemours Company FC, LLC

Address : 1007 Market Street  
Wilmington, DE 19899 United States of America (USA)

Telephone : 1-844-773-CHEM (outside the U.S. 1-302-773-1000)

Emergency telephone : Medical emergency: 1-866-595-1473 (outside the U.S. 1-302-773-2000) ; Transport emergency: +1-800-424-9300 (outside the U.S. +1-703-527-3887)

**Recommended use of the chemical and restrictions on use**

Recommended use : Lubricant

Restrictions on use : For industrial use only.  
Do not use or resell Chemours™ materials in medical applications involving implantation in the human body or contact with internal body fluids or tissues unless agreed to by Seller in a written agreement covering such use. For further information, please contact your Chemours representative.

**SECTION 2. HAZARDS IDENTIFICATION****GHS classification in accordance with 29 CFR 1910.1200**

Not a hazardous substance or mixture.

**GHS label elements**

Not a hazardous substance or mixture.

**Other hazards**

The thermal decomposition vapors of fluorinated plastics may cause polymer fume fever with flu-like symptoms in humans, especially when smoking contaminated tobacco.

**SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**

Substance / Mixture : Mixture

**Components**

No hazardous ingredients

**SECTION 4. FIRST AID MEASURES**

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract**

**Data Requirements for Contract No: 707614450**

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
None: Timber & Wood derived products are not used in our product offering	Zero	Zero	Zero	Zero





**Schedule 8 - Acceptance Procedure (i.a.w. condition 29)**



**Schedule 9: Publishable Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 12)**

KPI Description*	Rating Thresholds*	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
KPI 1 – Management of Deliveries – Parts	Good:	Quarterly	<i>[Contractor to insert the relevant Quarter and Year for the period being reported on.]</i>	<i>[Contractor to insert the average Rating for the period being reported. This should show the actual performance achieved during the period. The format must be consistent with 'Rating Thresholds'.]</i>	<i>[Contractor to insert the Rating for the period being reported. The Rating must correspond to the appropriate 'Rating Thresholds'.]</i>	<i>[Contractor to insert a comment as appropriate]</i>  <i>A Comment is only required if a rating of 'Requires Improvement' or 'Inadequate' applies</i>
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
KPI 2 – Management of Deliveries - Refurbishments	Good:	Quarterly				
	Approaching Target:					
	Requires Improvement:					
	Inadequate					



KPI 4 – Contract Management Activities	Good:	Quarterly					
	Approaching Target:						
	Requires Improvement:						
	Inadequate:						

\*Publishable fields

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.



**Schedule 10 — Notification Of Intellectual Property Rights (IPR) Restrictions (DEFFORM 711)****DEFFORM 711 - PART A – Notification of IPR Restrictions****‘Nil return’**

1. <u>ITT / Contract Number</u>		707614450			
2. <u>ID #</u>	3. <u>Unique Technical Data</u> <u>Reference Number / Label</u>	4. <u>Unique Article(s)*</u> <u>Identification Number / Label</u>	5. <u>Statement</u> <u>Describing IPR Restriction</u>	6. <u>Ownership of the</u> <u>Intellectual Property Rights</u>	
2	‘Nil return’	‘Nil return’	‘Nil return’	‘Nil return’	
3					
4					
5					
6					
7					
8					
9					
10					

Please continue on additional sheets where necessary.

\* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

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

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

(Please see the [DEFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

**‘Nil return’**



Ministry  
of Defence



**SALMO  
DIVING LIFE SUPPORT (DLS) TEAM**

**EXTENDED DURATION BREATHING APPARATUS  
(EDBA) IN-SERVICE SUPPORT (ISS)  
STATEMENT OF WORK (SoW)**

**Document Control**

**Operations Manager**

**[Redacted]**  
**[Redacted]**  
MOD Abbey Wood

Signature: <b>[Redacted]</b>	Date: 06/12/2024
------------------------------	------------------

**Commercial Lead**

**[Redacted]**  
**[Redacted]**  
MOD Abbey Wood

Signature: <b>[Redacted]</b>	Date: 06/12/2024
------------------------------	------------------

**Approving Authority**

**[Redacted]**  
**[Redacted]**  
MOD Abbey Wood

Signature: <b>[Redacted]</b>	Date: 06/12/2024
------------------------------	------------------

**Version Control**

<b>Version</b>	<b>Date</b>	<b>Comments</b>
0.1	23/04/2024	First draft
1.0	06/12/2024	Final version
2.0	04/03/2025	Amendment to section 14
3.0	07/05/2025	Update to Def Stan issue in section 12 Clearer wording in section 16

## Contents

PROJECT MANAGEMENT & DOCUMENTATION .....	6
PROJECT MANAGEMENT PLAN (PMP) .....	6
BUSINESS CONTINUITY PLAN (BCP) .....	7
CUSTOMER MEETINGS & PROGRESS REPORTS .....	7
INTEGRATED LOGISTIC SUPPORT MANAGEMENT .....	12
RISK MANAGEMENT .....	12
QUALITY MANAGEMENT .....	13
SAFETY MANAGEMENT .....	14
ENVIRONMENTAL MANAGEMENT .....	15
TRAINING .....	17
TRAINING .....	17
TECHNICAL SUPPORT .....	17
DEFECT REPORTS (S2022) .....	17
CONCESSIONS LOG .....	18
TECHNICAL DOCUMENTATION .....	18
BOOK OF REFERENCE (BR) .....	18
CODIFICATION .....	19
CODIFICATION .....	19
DATA AND CONFIGURATION MANAGEMENT .....	19
OBSOLESCENCE MANAGEMENT .....	20
OBSOLESCENCE MANAGEMENT PLAN (OMP) .....	20
CORE SCHEDULED EQUIPMENT SUPPORT .....	23
CORE PARTS SCHEDULE .....	23
GOVERNMENT FURNISHED ASSETS (GFA) .....	25
MANAGEMENT OF GOVERNMENT FURNISHED ASSETS (GFA) .....	25
NON-CORE SUPPORT .....	25
ANNEX A – CODES, STANDARDS AND SPECIFICATIONS FOR QUALITY ASSURANCE (QA) REQUIREMENTS: .....	34
ANNEX B – TABLE OF ADDRESSES .....	36
ANNEX C – DOCUMENT DELIVERABLE AND MEETING LIST .....	37
ANNEX D – GLOSSARY OF TERMS .....	38



## Introduction

This Statement of Work (SOW) defines the scope of work for the In-Service Support of Extended Duration Breathing Apparatus (EDBA) equipment.

In the main tables below, number items in the Deliverable, Acceptance Criteria and Delivery Date columns are linked. E.g., #1 in the deliverable column should be delivered by the date against #1 in the Delivery Date column. If there is any conflicts or confusion, please refer to the Authority for clarification and/or further guidance.

Unless otherwise stated, all document deliverables are to be submitted to the Authority no later than 20 Business Days prior to the meeting or milestone. Following the meeting or milestone there will be a period of 5 Business Days for the Contractor to update documents. The Authority will review the updated documents within 5 Business Days from receipt.

All documents identified as deliverables are to be delivered in an electronically editable format that is compatible with both MS Office 2016 and Office 365, unless otherwise agreed with the Authority. All documents shall be delivered to the Project Manager/Operations Manager and Commercial Officer as stated in the DEFFORM 111.

## Background

The Armed Forces, predominantly the Royal Navy, are required to maintain in-service support to EDBA (ProPak Breathing Apparatus). To fulfil this requirement, the core and non-core scope must be supported and sustained with through-life support for this enduring requirement.

EDBA is a self-contained air respirator that allows the users to enter areas that have compromised atmospheres. EDBA is fitted onboard all Naval Vessels so that they comply with Safety of Life at Sea (SOLAS) and the International Maritime Organisation Fire Fighting Safety (IMO FFS) Code. The equipment, used in conjunction with other Personal Protective Equipment (PPE) allows the users to control and extinguish fires and to conduct Chemical, Biological, Radiological, Nuclear, Damage Control (CBRNDC) activities.

## Scope

The SoW covers the activities required to be undertaken by the Contractor to:

- Deliver and provide core in-service support for EDBA.
- Deliver and provide non-core in-service support for EDBA.

## Requirement

The individual requirements are detailed in the Requirement column.

**Deliverable Activities to be undertaken by the Contractor.**

Each requirement is to be completed by the Contractor in accordance with the terms and conditions of this Contract, in accordance with any standards detailed, and to the timescales specified therein as detailed in the Deliverables column.

**Acceptance and Timelines**

The Acceptance Criteria and associated timelines are detailed in the corresponding columns.

WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
<b>1</b>	<b>Project Management &amp; Documentation</b>			
1.1	<b>Project Management Plan (PMP)</b>	<p>1. The PMP shall include the following as a minimum:</p> <ul style="list-style-type: none"> <li>a. Details of key project objectives and/or requirements, scope and exclusions, constraints.</li> <li>b. Identification, and the processes for the management of stakeholders.</li> <li>c. Risks, issues and assumptions, likely to refer to the related registers and plans.</li> <li>d. Description of the project approach, including details of all work to be undertaken and applicable processes.</li> <li>e. Project organisation, including key role descriptions, terms of reference and authority levels.</li> <li>f. Plans for the management of subcontractors.</li> <li>g. Plans for the management of Government Furnished Assets (GFA).</li> <li>h. High level Project plan / schedule, including key products, activities, and resources.</li> </ul>	<p>1. PMP provided and maintained by the Contractor. The PMP shall be a working document, updated by the Contractor throughout the duration of the contract. The PMP shall be delivered to the Authority for acceptance.</p> <p>2. All revisions shall be submitted to the Authority for approval, and once these changes are accepted, the PMP shall be formally updated.</p>	<p>1. The Contractor shall deliver the PMP to the Authority within 1 month of the Effective Date of Contract.</p> <p>The Contractor shall review and, if required, amend the PMP on an annual basis throughout the Contract.</p>

1.2	<b>Business Continuity Plan (BCP)</b>	<p>1. The Contractors 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 and goods covered under this Contract remain supported, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. 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</li> <li>b. The steps 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.</li> </ul>	<p>1. BCP provided and maintained by the Contractor. The BCP shall be a working document, updated by the Contractor throughout the duration of the contract. The initial BCP shall be delivered to the Authority for acceptance.</p> <p>2. All revisions shall be submitted to the Authority for approval, and once these changes are accepted, the BCP shall be formally updated.</p>	<p>1. The Contractor shall deliver the BCP to the Authority within 3 months of Effective Date of Contract.</p> <p>The Contractor shall review and, if required, amend the BCP on an annual basis throughout the Contract. The Contractor shall deliver a copy of the BCP to the Authority within 10 Business Days upon written request.</p>
<b>2</b>	<b>Customer Meetings &amp; Progress Reports</b>			
2.1	<b>Project Progress Meeting (PPM) &amp; Quarterly Progress Reports</b>	<p>1. The Quarterly Progress Report shall contain the following as a minimum, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Performance and delivery of the Document Deliverable and Meeting List as found at Annex C, inclusive of a remarks column which provides an explanation for any Work in Progress (WIP), deliveries (planned and completed), configuration state (if any shortfall), or completed refurbished equipment, delays and what is being done to address them.</li> <li>b. The Contractor's judgment of the current Key Performance Indicator (KPI) rating for that period (including rationale), including historical record of the KPIs.</li> <li>c. Activities scheduled for the next reporting period including actual status of scheduled activities compared with planned status.</li> </ul>	<p>1. PPM held by the Contractor. Draft minutes provided to the Authority within 5 Business Days of the meeting. Minutes shall be approved by the Authority prior to distribution to invitees.</p> <p>2. Quarterly Progress Report provided to the Authority.</p> <p>The Authority reserves the right to revert to monthly progress reporting dependent on Contractor performance.</p>	<p>1. The PPM will be held on a quarterly basis during the first Contract year. For the remainder of the contract the PPM will be held on a 6 monthly basis.</p> <p>2. The Contractor shall provide a Quarterly Progress Report to the Authority no later than 5 Business Days after the end of each Contract quarter.</p>

		<ul style="list-style-type: none"> <li>d. Plan on a page including milestones.</li> <li>e. In year spend forecast.</li> <li>f. Serial number tracker, to include list of all EDDBA sets, the date of the last 6 year annual, the latest cylinder hydro test and 15-year expiry date.</li> <li>g. Date of the last quarterly DEFCON 694 GFE submission, total number of line items for submission and notification of any GFE losses during the reporting period</li> <li>h. Issues, risks, and opportunities as detailed in the Risk Register.</li> </ul> <p>The Contractor shall provide administrative and secretarial services for all PPMs. This shall include:</p> <ul style="list-style-type: none"> <li>a. Developing terms of reference for all meetings and gaining agreement from the Authority.</li> <li>b. Ensuring that a suitable date is set so that all key stakeholders can attend.</li> <li>c. Providing an agenda, agreed with the Authority, to all stakeholders.</li> <li>d. Ensuring a suitable meeting room is arranged, if required</li> <li>e. Ensuring accurate minutes are taken and distributed, stating agreed actions.</li> </ul> <p>These meetings may take place online, e.g., via MS Teams, where technology allows, and security levels are not breached. However, meetings can also take place at the Contractor's premises, MOD Abbey Wood or an agreed location as decided by the Authority.</p> <p>The Contractor shall issue a calling notice and agenda 30 Business Days prior to all meetings to the Operations Manager, Commercial Officer and Inventory Manager. The Contractor shall</p>	<p>The Contractor shall send the reports to the Operations Manager and Commercial Manager as stated in the DEFFORM 111.</p>	
--	--	--	---	--

		<p>distribute meeting minutes to all invitees after the meeting once they have been approved by the Authority.</p> <p>The progress meeting agenda shall follow points a to g, as detailed in the progress report section above.</p> <p>2. The Contractor shall continue to provide progress reports until such time as all outstanding deliveries and contractual obligations have been completed by the Contractor, even if the date for authorising new orders under the Contract has passed.</p>		
2.2	<b>Financial Reports</b>	<p>1. The Contractor shall submit Financial Reports in accordance with DEFCON 647 (SC2).</p>	<p>1. Fully completed DEFFORM 647. The Authority will review the report to ensure it is in accordance with DEFCON 647. If changes are required, these shall be implemented by the Contractor.</p>	<p>1. These reports are to be delivered on a Quarterly basis in line with the Quarterly Progress Report, from the Effective Date of Contract, with the exception of the initial report, which will be delivered within 20 days of the Effective Date of the Contract.</p>
2.3	<b>Inventory Progress Reports &amp; Meetings</b>	<p>1. The Contractor shall submit monthly Inventory Progress Reports on the first week of each month detailing: Work in Progress (WIP), delivery forecasts (planned and completed), and, if any shortfall or delays, an explanation as to why. The Contractor shall provide the actual status of scheduled activities compared with planned status.</p> <p>The Authority will provide administrative and secretarial services for all Inventory meetings.</p> <p>The agenda of the meeting shall consist of, but is not limited to:</p> <p>a. Core parts and refurbishments - quarterly delivery progress update</p>	<p>1. The Authority agree to the Inventory Progress Report as part of the meeting agenda.</p> <p>2. The Contractor's attendance at the monthly inventory meetings.</p>	<p>1. These reports are to be delivered on the first Friday of each month, from the Effective Date of Contract. In the instance of a Bank Holiday, the report shall be delivered on the next Business Day.</p> <p>2. These meetings will take place on or around the 22<sup>nd</sup> of each month, commencing one month</p>

		<ul style="list-style-type: none"> <li>b. Parts and refurbishment surge order - progress update</li> <li>c. Outstanding inventory invoices</li> <li>d. Future availability concerns, including Contractor supply chain and obsolescence.</li> </ul> <p>The meetings will be conducted online, e.g. via MS Teams.</p>		from the Effective Date of Contract.
2.4	<b>In-Service Support (ISS) meetings</b>	<p>1. The Contractor shall attend In-Service Support (ISS) meetings between the Contractor and the Authority.</p> <p>The Contractor shall provide administrative and secretarial services for all ISS meetings. This shall include:</p> <ul style="list-style-type: none"> <li>a. Developing terms of reference for all meetings and gaining agreement from the Authority.</li> <li>b. Ensuring that a suitable date is set so that all key stakeholders can attend.</li> <li>c. Providing an agenda, agreed with the Authority, to all stakeholders.</li> <li>d. Ensuring a suitable meeting room is arranged, if required.</li> <li>e. Ensuring accurate minutes are taken and distributed, stating agreed actions.</li> </ul> <p>The agenda shall consist of, but is not limited to:</p> <ul style="list-style-type: none"> <li>a. Production/delivery update</li> <li>b. EDBA Servicing</li> <li>c. Engineering</li> <li>d. Quality – DRACAS review</li> <li>e. Risk Management.</li> </ul> <p>These meetings may take place online, e.g., via MS Teams, where technology allows, and security levels are not breached. However, meetings can also take place at the Contractor's</p>	<p>1. ISS held between the Contractor and the Authority. Draft minutes provided to the Authority within 5 Business Days of the meeting. Minutes shall be approved by the Authority prior to distribution to invitees.</p>	<p>1. These meetings will be held between the Contractor and the Authority on a 6-monthly basis from Effective Date of Contract.</p>

		premises, MOD Abbey Wood or an agreed location as decided by the Authority.		
2.5	<b>Project Safety &amp; Environmental Committee (PSEC) meetings</b>	<p>1. The Contractor shall attend PSEC meetings between the Contractor and the Authority.</p> <p>The meetings shall take place at the Contractor's premises, MOD Abbey Wood or an agreed location as decided by the Authority. Those who cannot attend in person can join online, e.g., via MS Teams where technology allows, and security levels are not breached.</p> <p>The Contractor shall provide administrative and secretarial services for all meetings. This shall include:</p> <ol style="list-style-type: none"> <li>Developing terms of reference for all meetings and gaining agreement from the Authority.</li> <li>Ensuring that a suitable date is set so that all key stakeholders can attend.</li> <li>Providing an agenda, agreed with the Authority, to all stakeholders.</li> <li>Ensuring a suitable meeting room is arranged.</li> <li>Ensuring accurate minutes are taken and distributed, stating agreed actions.</li> </ol> <p>The PSEC will conduct a review of the Hazard Log, Safety &amp; Environmental Case and Safety Case Report.</p> <p>The Contractor shall state any issues that have previously been identified, which could impact the safety case for the equipment and/or harm users or maintainers of the equipment.</p> <p>The Contractor shall provide appropriate Suitably Qualified &amp; Experienced Personnel (SQEP) representation to the Authority-chaired PSEC.</p>	<p>1. Contractor attendance at PSEC meeting.</p> <p>Draft minutes provided to the Authority within 5 Business Days of each meeting. Minutes approved by the Authority prior to distribution to invitees.</p>	<p>1. PSEC meetings between the Contractor and the Authority will be held on the basis of one per year. Extraordinary PSECs shall be held if required and assumed at a maximum of one per year.</p>



		<p>The distribution of formal minutes shall be provided by the Contractor for all meetings.</p> <p>The agenda shall consist of, but is not limited to:</p> <ul style="list-style-type: none"> <li>a. Acceptance of risk criteria</li> <li>b. Review of changes since last PSEC</li> <li>c. Review of Hazard Log</li> <li>d. Endorsement of risk.</li> </ul>		
<b>3</b>	<b>Integrated Logistic Support Management</b>			
3.1	<b>Integrated Support Plan (ISP)</b>	<p>1. The Contractor shall produce the ISP in accordance with Def Stan 00-600 Issue 1 and be based on Integrated Logistic Support (ILS) principles, detailing how the Contractor shall approach and carry out each element of the support solution activities and demonstrating how the solution can deliver the required level of support.</p>	<p>1. ISP produced and maintained throughout the Contract.</p> <p>A draft ISP reviewed by the Authority and any comments addressed prior to the ISP being approved.</p> <p>Authority authorisation will signal acceptance of the deliverable.</p>	<p>1. Issue of the ISP to the Authority within 3 months of the Effective Date of Contract.</p> <p>Review and amendments recommended by the Contractor or the Authority to be done on a quarterly basis throughout the Contract.</p>
<b>4</b>	<b>Risk Management</b>			
4.1	<b>Risk Management Plan (RMP)</b>	<p>1. The Contractor shall produce an RMP.</p> <p>The RMP shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Details of the risk management process.</li> <li>b. Definition of roles &amp; responsibilities in the process.</li> <li>c. Tools and techniques that will be used to manage threats &amp; opportunities through life.</li> <li>d. Scoring criteria to be applied.</li> </ul>	<p>1. RMP produced and maintained, inclusive of a Risk Register identifying the procedures that will be adopted to manage and control risk.</p>	<p>1. The Contractor shall deliver the RMP to the Authority within 1 month of the Effective Date of Contract.</p> <p>2. Review and amendments recommended by the Contractor or the</p>

		<ul style="list-style-type: none"> <li>e. Details of how risks have been used to identify 10, 50 and 90% confidence dates for key milestones.</li> <li>f. Risk register</li> </ul> <p>The Risk Register shall include the following as a minimum:</p> <ul style="list-style-type: none"> <li>a. Risk Description including impact and potential trigger date.</li> <li>b. Pre-mitigation probability and impact (in terms of cost, time, and performance).</li> <li>c. Proposed mitigations.</li> <li>d. Estimated completion date of mitigation activities.</li> <li>e. Post-mitigation probability and impact.</li> <li>f. Proposed fall-back plans.</li> </ul> <p>2. The Contractor shall ensure that risks are reviewed at each Project Progress Meeting (PPM).</p>	<p>2. The Contractor shall review and, if necessary, amend the RMP.</p> <p>The Authority will agree all changes made to the RMP on a quarterly basis. The RMP shall be a MS Word document that can be amended and is held on file by the Contractor and can be distributed to the Authority at draft, final and on amendments.</p>	<p>Authority to be done on a quarterly basis throughout the Contract.</p>
<b>5</b>	<b>Quality Management</b>			
5.1	<b>Quality Management Plan (QMP)</b>	<p>1. The QMP will be in accordance with the conditions and standards identified in DEFCON 602A (Quality Assurance with Deliverable Quality Plan), AQAP 2105 - NATO QA Requirements for Deliverable Quality Plans and Annex C (Document Deliverable and Meeting List).</p> <p>The QMP shall include the following as a minimum:</p> <ul style="list-style-type: none"> <li>a. Details of the quality management process</li> <li>b. Definition of roles &amp; responsibilities in the process.</li> </ul> <p>In addition to the General Conditions of the Contract, the Quality Assurance (QA) requirements herein and the Codes, Standards and Specifications detailed in Annex A shall apply.</p> <p>The QMP will form part of the agenda of the Quarterly Progress Meetings (QPM) for updates and be reviewed annually.</p>	<p>1. QMP produced and maintained by the Contractor.</p> <p>The Contractor shall carry out the work contained in this SoW to the requirements of ISO 9001:2015 - QMS Requirements and as applicable the appropriate standard in the table at Annex A.</p>	<p>1. The Contractor shall deliver the QMP to the Authority within 3 months of the Effective Date of Contract., in accordance with DEFCON 602A.</p>

<b>6 Safety Management</b>				
6.1	<b>Safety Management Plan (SMP)</b>	<p>1. The Contractor shall produce a safety management plan and apply proactive safety management throughout the duration of the Contract including all the equipment within the bounds of this Contract. The Contractor shall operate a safety management system that is compliant with Def Stan 00-056 and the guidance within POSMS and DSA02.</p> <p>This shall be produced in accordance with Def Stan 00-056 and detail the activities to be undertaken during the Contract.</p>	<p>1. SMP produced and maintained throughout the Contract.</p> <p>Draft SMP reviewed by the Authority and any comments addressed prior to the SMP being approved.</p> <p>Authority authorisation will signal acceptance of the deliverable.</p>	<p>1. The Contractor shall deliver the SMP to the Authority within 1 month of the Effective Date of Contract for approval.</p> <p>Review and amendments recommended by the Contractor or the Authority to be done on a 3-annual basis throughout the Contract.</p>
6.2	<b>Hazard Log (HL)</b>	<p>1. The identified safety hazards, accidents, causes and controls (mitigations) associated with the equipment are managed in a HL hosted on the MOD mandated “eCassandra” tool. The Contractor shall document any changes to the HL as identified in PSEC or extraordinary PSEC meetings and include these in the meeting minutes for the authority to evidence changes required to the HL.</p> <p>The Authority will provide the Contractor with “read-only” access to the “e-Cassandra” tool.</p>	<p>1. Updates required to the HL reported to the Authority.</p>	<p>1. Updates shall be submitted to the Authority at least 10 Business Days prior to each subsequent PSEC to enable the Authority to update the “e-Cassandra” tool.</p>
6.3	<b>Safety Case Report (SCR)</b>	<p>1. The Contractor shall produce and maintain a SCR in accordance with Def Stan 00-056, following the guidance in DSA02-DMR, Project Oriented Safety Management System (POSMS), throughout the Contract.</p>	<p>1. SCR produced and maintained throughout the Contract.</p> <p>Draft SCR reviewed by the Authority and any comments addressed by the Contractor prior to the SCR being submitted by the SALMO Safety Manager to SALMO</p>	<p>1. The Contractor shall deliver the initial SCR to the Authority within 2 months of the Effective Date of Contract and be reviewed and updated as required by the Authority.</p> <p>Review and amendments recommended by the</p>

			Operations Manager (OM) or delegated individual for authorisation.  Authority authorisation will signal acceptance of the deliverable.	Contractor or the Authority to be done on an annual basis throughout the Contract.
<b>7</b>	<b>Environmental Management</b>			
7.1	<b>Environmental Management Plan (EMP)</b>	<p>1. The Contractor shall apply proactive environmental management throughout the duration of the Contract including all the equipment within the bounds of this Contract.</p> <p>2. The Contractor shall operate an environmental management system that is compliant with Def Stan 00-051 and the guidance within Project Oriented Environmental Management System (POEMS) and DSA02-DMR.</p> <p>3. The EMP shall be produced in accordance with Def Stan 00-051. The EMP should define the relevant activities agreed upon with the Authority and provide visibility to the environmental committee and other stakeholders.</p>	<p>1. EMP produced and maintained throughout the Contract.</p> <p>Draft EMP reviewed by the Authority and any comments addressed prior to the EMP being submitted by the SALMO Environmental Manager to SALMO OM or delegated individual for authorisation.</p>	<p>1. The Contractor shall deliver the EMP to the Authority within 1 month the Effective Date of Contract for approval and review.</p> <p>Review and amendments recommended by the Contractor or the Authority to be done on a 3-annual basis throughout the Contract.</p>
7.2	<b>Environmental Features Matrix (EFM)</b>	1. The identified Environmental aspects and impacts associated with the equipment are managed in an EFM: – 20220809_SALMO-DLS Diving Equipment-Environmental_Features_Matrix. The Authority will provide a copy of this document at the Effective Date of the Contract. The Contractor shall inform the Authority of any changes to the existing SALMO DLS EFM which contains EDBA equipment in the PSEC or extraordinary PSEC meetings and include these in the meeting minutes for the Authority to evidence changes required to the EFM.	1. Any updates required to the EFM communicated to the Authority.	1. The Contractor shall submit any updates to the Authority at least 10 Business Days prior to each subsequent PSEC.

7.3	<b>Environmental Case Report (ECR)</b>	1. The Contractor shall produce and maintain an ECR in accordance with Def Stan 00-051, following the guidance in DSA02-DMR and POEMS.	<p>1. ECR produced and maintained throughout the Contract.</p> <p>Draft ECR reviewed by the Authority and any comments addressed prior to the ECR being submitted by the SALMO Environmental Manager to SALMO OM or delegated individual for authorisation.</p> <p>Authority authorisation shall signal acceptance of the deliverable.</p> <p>The ECR is required to obtain Authority authorisation prior to the document being classed as accepted.</p>	<p>1. The Contractor shall deliver the initial ECR to the Authority within 2 months of the Effective Date of Contract and be reviewed and updated by the Contractor.</p> <p>Review and amendments recommended by the Contractor or the Authority to be done on an annual basis throughout the Contract.</p>
7.4	<b>Legislation, Regulations, Standards and Policy</b>	1. As detailed in Def Stan 00-051, the Contractor shall comply with all environmental legislation, regulations, standards and policy captured in the SALMO DLS Register of Environmental Standards and provide evidence and arguments demonstrating compliance within the Environmental Case Report. Where compliance or non-compliance with environmental legislation exists, this shall be communicated by the Contractor to the Authority.	1. Any issues identified which could impact the Environmental Case for the equipment immediately reported to the Authority. All evidence reviewed and accepted by the Authority and any noncompliance will be reviewed by the Authority.	1. Any non-compliance should be raised by the Contractor within 10 Business Days of realisation.

8	Training			
8.1	<b>Training</b>	<p>1. The Contractor shall provide training courses to both Users and Instructors based at the 3 Fire Fighting Training Units (FFTU), as required by the Authority. This training shall be limited to 2 days per annum in total. FFTU locations are detailed at Annex B.</p> <p>2. The Contractor shall develop and produce a Training and Training Equipment Plan (T&amp;TE) that effectively describes how the Contractor shall deliver the Training.</p> <p>The plan shall conform with the requirements of Def Stan 00-600 and JSP 822 and shall include:</p> <ol style="list-style-type: none"> <li>Details of the training specialists (SQEP) along with their terms of reference and responsibilities.</li> <li>Explanation of the structure, function, location, and capabilities of the Contractor's training organisation.</li> </ol> <p>3. Delivery of the training and end user certificate for each trainee.</p>	<p>1. Agreement of the content of the course, this should include media content:</p> <ul style="list-style-type: none"> <li>Training Materials</li> <li>Media Facility</li> </ul> <p>2. Delivery of the course to include location of the Contractors premises if not at specific FFTU, course timings and any instructor to student ratios.</p> <p>3. Agreed training plan location and time of delivery by the Authority.</p>	<p>1. Training courses shall be completed on a mutually agreeable date. Post-course deliverables shall be provided within 5 Business Days of course completion.</p>
9	Technical Support			
9.1	<b>Defect Reports (S2022)</b>	<p>1. The Contractor shall investigate Defect Reports (S2022) received via email from the Authority and provide a technical written response through to completion to the Authority.</p> <p>Defect Reporting shall be written using Defect Reporting Analysis and Corrective Action System (DRACAS).</p> <p>2. The Contractor shall provide a SQEP point of contact during the Business Day to provide a technical information service to respond to specific equipment-related queries from the Authority Project Manager or SALMO DLS Team and provide written</p>	<p>1. Defect Reporting Analysis and Corrective Action System (DRACAS) managed by the Contractor. DRACAS report made available in quarterly progress meetings.</p> <p>2. The Authority will review and accept the DRACAS in the quarterly progress reports.</p>	<p>1. The Contractor shall complete its obligations within the following time scales:</p> <p>Priority: 30 calendar days initial response, 5 months completion.</p>

		<p>response where requested by the Authority. An individual enquiry shall require no more than three Business Days effort from the Contractor. If the resolution or action takes longer than three Business Days, the Authority should be notified immediately.</p> <p>Over and above the aforementioned periods, Non-Core Tasking shall apply.</p>	<p>Contractor response by email or where a more detailed response is required a report agreed by the Authority to close out the S2022 or technical enquiry.</p>	<p>Routine: 30 calendar days initial response, 10 months completion.</p> <p>Safety: 3 Business Days initial response, 21 calendar days completion.</p>
9.2	<b>Concessions Log</b>	<p>1. The Contractor shall provide and maintain a concession log and process concessions in accordance with DEFSTAN 05-61 part 1.</p> <p>2. The Contractor shall provide a nominated point of contact including contact details.</p> <p>The Contractor shall submit a concession log to the Authority.</p>	<p>1. A concession raised to and agreed by the Authority and maintaining it through the life of the contract.</p> <p>2. A point of contact with email, phone and name detailed within the ISP.</p>	<p>1. Concessions log to be produced within three months of Effective Date of Contract and maintained throughout the duration of the Contract.</p> <p>2. Nominated point of contact to be updated upon Effective Date of Contract.</p>
<b>10</b>	<b>Technical Documentation</b>			
10.1	<b>Book of Reference (BR)</b>	<p>The Contractor shall maintain/update the following Book of Reference (BR):</p> <ul style="list-style-type: none"> <li>• BR 8223(1).</li> </ul> <p>1. The Contractor shall maintain a BR for the duration of the contract. The BR shall include as a minimum: all fault finding, preventative and corrective maintenance procedures to be conducted by operators and maintainers on the EDBA System.</p> <p>2. The BR shall be updated and formatted in accordance with DEFSTAN 00-601 Part D.</p>	<p>1. BR for the systems maintained throughout the Contract.</p> <p>2. The Authority will determine the category of change that applies. A Microsoft Word copy of the BR shall be available to the Authority to enable review and acceptance of proposed changes.</p>	<p>1. The Contractor shall deliver the updated BR to the Authority within 3 months of the Effective Date of Contract.</p> <p>2. The Contractor shall undertake an annual review of the BR and capture all extant issues where modifications are necessary</p>

		3. The Contractor shall deliver any updates to the BR for Authority approval in MS Word format to enable upload to BR1 on initial delivery and after any modifications.	Final MS Word version of the BR provided to the Authority.	BR changes are reviewed by the Authority and on acceptance made to the BR by the Contractor.  The Contractor shall make editorial changes within 6 months, routine changes within 3 months and safety related changes within 2 weeks of authorised change by the Authority.
<b>11</b>	<b>Codification</b>			
11.1	<b>Codification</b>	<p>1. The Contractor shall apply to codify all items of supply not already codified. Codification shall be in accordance with DEFCON 117 (SC2).</p> <p>Evidence of application to codify new items shall be provided to the Authority upon request.</p>	1. An email request from the Contractor to the Authority to proceed with codifying the item.	<p>1. Application shall be within 1 month of the Effective Date of Contract, for any uncoded items, listed in Schedule 16 (Parts Catalogue).</p> <p>2. Throughout the timeline of the Contract, additional items shall be processed through the codification process.</p>
<b>12</b>	<b>Data and Configuration Management</b>			
12.1	<b>Configuration Management Plan (CMP)</b>	<p>1. The Contractor shall produce and maintain a CMP in accordance with Def Stan 05-57 Issue 8.</p> <p>The CMP shall include, but not be limited to:</p> <ol style="list-style-type: none"> <li>Configuration management strategy.</li> <li>How configuration management will be executed throughout the project.</li> </ol>	<p>1. CMP produced and maintained throughout the Contract.</p> <p>Draft CMP reviewed by the Authority and any comments addressed prior to the CMP being submitted by the</p>	<p>1. The Contractor shall deliver the CMP to the Authority within 3 months of the Effective Date of Contract.</p> <p>Review and amendments recommended by the</p>



		<p>c. Identification of Configurable Items (CIs).</p> <p>d. How CIs will be controlled.</p> <p>The Contractor shall maintain a history of equipment / system design development and modification and make it available to the Authority upon request.</p> <p>The Contractor shall monitor the design database for incidence of proactive obsolescence insofar as it affects equipment support and notification of the Authority.</p>	SALMO OM or delegated individual for authorisation.	Contractor or the Authority to be done on a quarterly basis throughout the Contract.
<b>13</b>	<b>Obsolescence Management</b>			
13.1	<b>Obsolescence Management Plan (OMP)</b>	<p>1. The Contractor shall produce and maintain an OMP. The OMP shall detail all of the activities that the Contractor undertakes to identify and mitigate obsolescence concerns and to identify obsolescence issues.</p> <p>The activities detailed within the OMP shall cover all of parts of the equipment supplied within this contract.</p> <p>2. The Contractor shall ensure and be able to demonstrate that any mitigation of obsolescence concerns, or resolution of obsolescence issues, are implemented for the most cost effective through life solution, regardless of Contract duration.</p> <p>The Authority Project Manager will be responsible for advising the Contractor of any changes to the Out of Service Dates (OSDs) so that changes to through life assumptions can be made.</p> <p>The Contractor shall be responsible for the identification of obsolescence issues associated with EDDB equipment for the duration of the Contract (including those arising due to the change of legislation or recommendations of industry bodies) and shall inform the Authority of the consequent impact on the</p>	<p>1. OMP produced and maintained throughout the Contract.</p> <p>Draft OMP reviewed by the Authority and any comments addressed prior to the OMP being submitted by the SALMO OM or delegated individual for authorisation.</p> <p>2. All known obsolescence issues and forecasted obsolescence concerns identified, communicated and resolutions accepted by the Authority.</p>	<p>1. The Contractor shall deliver the OMP to the Authority within 6 months of the Effective Date of Contract.</p> <p>The Contractor shall review and, if necessary, amend it on a quarterly basis throughout the Contract.</p> <p>Not less than 12 months before Contract end, the Contractor shall transfer this data to the Authority which shall fall within the negotiated Contract price.</p> <p>The Contractor shall ensure that the Authority will have the right to use this data.</p>

		<p>equipment's build standard, in-service availability, reliability, maintainability and operational capability.</p> <p>The Contractor shall implement a proactive Obsolescence Management strategy as agreed with the Authority. This shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. The on-going identification and review of obsolescence concerns and obsolescence issues on a re-active basis (i.e., when ordering parts) over the duration of the Contract.</li> <li>b. The identification of mitigation action for obsolescence concerns as they arise throughout the duration of the Contract.</li> <li>c. The identification of resolution action for obsolescence issues.</li> </ul> <p>This strategy shall include, but is not limited to, obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material").</p> <p>Any configuration changes due to obsolescence shall be approved in accordance with Condition 6 of the Contract (Formal Amendments to the Contract). The Contractor shall implement and maintain a Configuration Control Management Plan in accordance with DEFSTAN 05-57 (Issue 8) (March 2022) which defines the configuration control process to be followed for the duration of the Contract.</p> <p>The Contractor shall be liable for all costs incurred with the identification of fit form function equivalents to resolve the obsolescence concern or obsolescence issue.</p>		
--	--	---	--	--

		<p>The costs for which the Contactor is responsible include but are not limited to; the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering efforts, and documentation changes.</p> <p>The Contractor shall advise the Authority if the fit form function equivalents have an impact on Schedule 16 (Parts Catalogue)The Authority will authorise Contract amendments as applicable prior to the placement of subsequent Contract, Purchasing &amp; Finance (CP&amp;F) Contract item orders.</p> <p>The Authority will be responsible for all other costs associated with:</p> <ul style="list-style-type: none"> <li>- the mitigation of obsolescence concerns by planned system upgrades and risk mitigation buys.</li> <li>- the resolution of obsolescence issues excluding fit form function (equivalent) replacement.</li> </ul> <p>Obsolescence resolutions outside the scope of the fit form function shall be funded by the Authority through ad-hoc tasking.</p> <p>For any obsolescence that necessitates an ad-hoc task, the Contractor shall demonstrate by submitting an Obsolescence Report to the Authority. This report will include but is not limited to:</p> <ol style="list-style-type: none"> <li>a. A minimum of three options (where possible) to address the obsolescence issue, detailing the suitability of each option, including the overall costs and savings.</li> <li>b. A background of how the pricing was sought to ensure best value (e.g., price comparison, competition).</li> </ol>		
--	--	--	--	--

		<p>c. A recommendation of the most preferential option for the Authority accompanied by a detailed rationale.</p> <p>It will be at the Authority's discretion which option is taken forward.</p>		
<b>14</b>	<b>Core Scheduled Equipment Support</b>			
14.1	<b>Core Parts Schedule</b>	<p>1. As part of the core contract delivery, the Contractor shall provide the agreed quantities of A1 new equipment as specified in Schedule 16 (C1- Core Deliverables Catalogue). This equipment shall be delivered to [REDACTED] and packaged in accordance with Condition 22 (Packaging and Labelling) of the Contract.</p> <p>All equipment received will conform to the latest issue of the approved drawings and specifications relating to the reference and part numbers stated in the purchase order and shall incorporate all relevant modifications unless otherwise instructed by the Authority. The parts within scope of this Contract are listed at Schedule 16 (Parts Catalogue).</p> <p>The Authority retain the ability to increase the throughput of these items by raising a purchase order, as priced in the Schedule 16 (C2- Parts Catalogue) . See WP 16.1 Surge Part Orders.</p> <p>2. The Contractor shall notify the Authority no later than 1 week prior to when a shipment of equipment is ready to be dispatched to [REDACTED] at which point the Authority will provide an acquisition request number, which must be clearly written on the MOD650 documentation delivered with the consignment.</p> <p>Failure to request an acquisition request number and clearly show this in the "remarks" section of the MOD650 will result in</p>	<p>1. All items in Schedule 16 - Parts Catalogue procured.</p> <p>2. Acquisition request number obtained from the Authority.</p> <p>Notification of delay reported to and accepted by the Authority where necessary.</p> <p>3. All parts delivered to Good Inwards – [REDACTED] unless specified otherwise by the Authority.</p> <p>4. Full quantity in the parts catalogue fulfilled by the end of each quarter to successfully meet KPIs. Status of outstanding and completed parts deliveries accurately reported on the quarterly KPI report.</p>	<p>1. Core Scheduled parts shall be packaged and have MOD transport arranged to deliver the equipment to [REDACTED] no later than 10 Business Days prior to the end of that contract quarter.</p> <p>2. No later than 1 week prior to when a shipment of equipment is ready to be dispatched.</p> <p>3. If receipt of the equipment into [REDACTED] cannot be evidenced by receipt on to MOD inventory systems by the end of the contract quarter, the Contractor is to provide evidence of transport booking or proof of delivery into MOD stores.</p> <p>4. The Quarterly Progress Report is to be provided to the Authority no later than 5</p>

	<p>the stock being placed under a non-conformance report by the stores team, preventing the stock being brought on charge. Should there be any delays to orders of equipment which push delivery dates outside of the agreed delivery timeframe, the Contractor shall notify the Authority's Inventory Manager upon notice of the delay.</p> <p>3. [REDACTED] is the primary equipment delivery address and should be used unless a Diversion Order is issued to the Contractor requesting direct to user delivery. Address can be found in Annex B.</p> <p>It is the responsibility of the contractor to arrange MOD transport for equipment through the RAMP Transport booking tool.</p> <p>4. The Contractor shall accurately report the status of outstanding and completed parts deliveries on the quarterly KPI report- see WP 2.1 of the SoW.</p> <p>All parts accepted by MOD stores and brought on charge to the MOD stores inventory system. If during the receipting process the equipment is refused and put on to a non-conformance report, the Contractor shall work with the Authority to resolve and ensure the non-conformance is rectified by the end of that delivery quarter.</p> <p>If the full quantity of A1/new stock is not available to issue during any quarter, the Contractor must notify the Authority at the earliest opportunity. The Authority may approve to defer the residual quantity and allow delivery alongside the following quarters' quantity.</p>	Business Days after the end of each Contract quarter.
--	---	---

15	Government Furnished Assets (GFA)			
15.1	<b>Management of Government Furnished Assets (GFA)</b>	<p>1. It is the responsibility of the Contractor to support the correct accounting and record keeping of Issued Property, as defined in DEFCON 611 (SC2), and ensure all GFA is managed and accounted for in a Public Store Account (PSA) in accordance with DEFSTAN 05-099 and DEFCON 694 (SC2).</p> <p>The Contractor shall evidence that they have a robust GFA Accounting process by providing the below to the Authority Senior Inventory Manger within 3 months of the Effective Date of Contract:</p> <ul style="list-style-type: none"> <li>- Email confirmation the Contractor is set up and has access to the DBS managed Public Store Account via the GFE Industry Portal</li> <li>- Email/ written brief outlining the Material Accounting Processes in place at the Contractor's site which enable them to accurately track and account for GFE arriving/ leaving their premises. This is to be no more than 1x side of A4/ Max 500 words. A copy of the first quarterly DEFCON 694 submission shall be emailed to the Authority.</li> </ul>	1. Requested information evidencing the Contractors ability to accurately account for GFA to be submitted to the Authority	1. Issue of the evidence to the Authority within 3 months of the Effective Date of Contract.

16	Non-Core Support			
16.1	<b>Surge Part Orders</b>	<p>1. Upon the issue of a purchase order from the Authority, the Contractor shall arrange the provision and delivery of the requested parts in accordance with the conditions of Contract. The parts within scope of this Contract can be found on Schedule 16 (C2 - Parts Catalogue)</p> <p>The Contractor shall deliver the parts at the cost and within the lead time agreed on Schedule 16 (C2 - Parts Catalogue)</p>	<p>1. All parts raised in the purchase order procured and delivered within Contract lead times.</p> <p>2. Acquisition request number obtained from the Authority and clearly referenced on the MOD650.</p>	<p>1. Parts shall be packaged and have MOD transport arranged no later than 10 Business Days prior to the end of the Contract lead time, to deliver the equipment to [REDACTED]</p> <p>2. No later than 1 week prior to when a shipment of</p>

	<p>All equipment received will conform to the latest issue of the approved drawings and specifications relating to the reference and part numbers stated in the purchase order and shall incorporate all relevant modifications unless otherwise instructed by the Authority.</p> <p>2. The Contractor shall notify the Authority no later than 1 week prior to when a shipment of equipment is ready to be dispatched to [REDACTED] at which point the Authority will provide an acquisition request number, which must be clearly written on the MOD650 documentation delivered with the consignment.</p> <p>Failure to request an acquisition request number and clearly show this in the “remarks” section of the MOD650 will result in the stock being placed under a non-conformance report by the stores team, preventing the stock being brought on charge.</p> <p>Should there be any delays to orders of equipment which push delivery dates outside of the agreed delivery timeframe, the Contractor shall notify the Authority upon notice of the delay.</p> <p>3. [REDACTED] is the primary equipment delivery address and should be used unless a Diversion Order is issued to the Contractor requesting direct to user delivery. Delivery address can be found in Annex B. It is the responsibility of the contractor to arrange MOD transport for equipment through the RAMP Transport booking tool.</p> <p>All parts must be accepted by MOD stores and brought on charge to the MOD stores inventory system. If during the receipting process the equipment is refused and put on to a non-conformance report, the Contractor shall work with the Authority to resolve, and ensure the non-conformance is rectified.</p>	<p>Notification of delay reported to and accepted by the Authority where necessary.</p> <p>3. Authority acknowledges successful receipt on MOD Inventory stores system. Where non-conformance has occurred, the Contractor has communicated a resolution with the Inventory Team.</p> <p>4. Full quantity of surge parts fulfilled within contracted lead times. Status of outstanding and completed orders accurately reported on the quarterly KPI report.</p>	<p>equipment is ready to be dispatched.</p> <p>3. If receipt of the equipment into [REDACTED] cannot be evidenced by receipt on to MOD inventory systems by the end of the contracted lead time, the Contractor is to provide evidence of transport booking or proof of delivery into MOD stores.</p> <p>4. The Quarterly Progress Report is to be provided to the Authority no later than 5 Business Days after the end of each Contract quarter</p>
--	--	--	---

		4. The Contractor shall accurately report the status of outstanding and completed parts orders on the quarterly KPI report - see WP 2.1 of the SoW.		
16.2	<b>Surge Refurbishments</b>	<p>1. The Authority will issue unserviceable equipment from MOD stores to the Contractor for repair and will provide a purchase order for the survey costs at the agreed contract rate found in Schedule 16 (C3- Refurbishments Catalogue, and/ or C4 – Repairable Parts Catalogue).</p> <p>2. Within 1 week of receipt of the unserviceable equipment at the Contractor's premises, the Contractor shall provide a breakdown of the equipment received and a quotation for the repair using the agreed parts and repairs pricing detailed in Schedule 16 (C3 - Refurbishments Catalogue, and/ or C4 – Repairable Parts Catalogue).</p> <p>If the quotation is accepted by the Authority, the purchase order will be amended to reflect the cost of the quotation and instruction given to the Contractor to proceed with the repair work.</p> <p>If any unserviceable equipment is deemed BER upon receipt at the Contractor's premises, the Contractor shall notify the Authority within 1 week of receipt.</p> <p>If the Authority agrees that the item is BER, the Contractor shall provide a completed MOD650A to the Authority who will counter sign and return, advising how best to dispose of the equipment in the best interest of the crown.</p> <p>3. The Contractor shall repair the equipment issued to A1 condition, ensuring that when work is complete the equipment conforms to the latest issue of the approved drawings and</p>	<p>1. Receipt acknowledged of the unserviceable parts.</p> <p>2. Acquisition request number obtained from the Authority no later than 1 week prior to when a shipment of equipment is ready to be dispatched. The Authority accepts the survey report and, for BER parts, a MOD650A.</p> <p>3. All refurbished equipment accepted by MOD stores and brought on charge to the MOD stores inventory system. If during the receipting process the repaired equipment is refused and put on to a non-conformance report, the Contractor shall work with the Authority to resolve and ensure the non-conformance is rectified by the end of that delivery quarter.</p> <p>4. Full quantity of surge parts fulfilled within contracted lead</p>	<p>1. Confirmation of receipt of unserviceable parts within 3 Business Days of receipt.</p> <p>2. The Contractor shall submit a repair quotation to the Authority within 1 week of receiving the unserviceable equipment at their premises.</p> <p>3. Equipment shall be refurbished, packaged and have MOD transport arranged, no later 4 weeks after the purchase order is approved.</p> <p>If receipt of the equipment into [REDACTED] cannot be evidenced by receipt on to MOD inventory systems, the Contractor is to provide evidence of transport booking or proof of delivery into MOD stores.</p> <p>4. The Quarterly Progress Report is to be provided to the Authority no later than 5</p>



		<p>specifications, meeting the performance and design intent specified for when the equipment is new.</p> <p>The Contractor shall incorporate modifications to bring the equipment to the latest approved standard whilst undertaking the repair.</p> <p>Once the repair work has been completed, the Contractor shall notify the Authority no later than 1 week prior to when a shipment of equipment is ready to be dispatched to [REDACTED] At which point the Authority will provide an acquisition request number, which must be clearly written on the MOD650 documentation delivered with the consignment.</p> <p>Failure to request an acquisition request number and clearly show this in the “remarks” section of the MOD650 will result in the stock being placed under a non-conformance report by the stores team, preventing the stock being brought on charge.</p> <p>[REDACTED] is the primary equipment delivery address and should be used unless a Diversion Order is issued to the Contractor requesting direct to user delivery. Delivery address can be found in Annex B. It is the responsibility of the contractor to arrange MOD transport for equipment through the RAMP Transport booking tool.</p> <p>4. The Contractor shall accurately report the status of outstanding and completed repair and refurbishments in the quarterly KPI report - see WP 2.1 of the SoW.</p>	<p>times. Status of outstanding and completed orders accurately reported on the quarterly KPI report.</p>	<p>Business Days after the end of each Contract quarter.</p>
--	--	--	---	--

16.3	<b>FFTU Refurbishments</b>	<p>1. The Contractor shall refurbish the equipment issued to A1 condition, ensuring that when work is complete the equipment conforms to the latest issue of the approved drawings and specifications, meeting the performance and design intent specified for when the equipment is new.</p> <p><b>FFTU Service Refurbishments Items:</b></p> <table><tr><th>NSN</th><th>Description</th><th>Level of Service</th></tr><tr><td>8120-99-811-2885</td><td>CYLINDER ASSEMBLY</td><td>Cleaning as necessary, renewal of O-ring on Demand Valve outlet, sintered filter and O-ring on cylinder connector and Dust Cap on RSM attachment, final testing to serviceable standard, packaging and labelling in accordance with the Contract and completion of necessary documentation for return. Any parts listed below should not be included in the cost of this refurbishment</td></tr></table>	NSN	Description	Level of Service	8120-99-811-2885	CYLINDER ASSEMBLY	Cleaning as necessary, renewal of O-ring on Demand Valve outlet, sintered filter and O-ring on cylinder connector and Dust Cap on RSM attachment, final testing to serviceable standard, packaging and labelling in accordance with the Contract and completion of necessary documentation for return. Any parts listed below should not be included in the cost of this refurbishment	<p>1. Refurbishment quotation submitted to the Authority. The Authority will consider the work and issue a CP&amp;F purchase order as instruction to begin the refurbishment.</p> <p>2. Refurbishment completed and equipment delivered back to the owning FFTU within 4 weeks of the Authority approving a purchase order for the repair costs</p> <p>3. FFTU exchange items serviced/exchanged to a fully operational, serviceable standard for use by FFTU only</p> <p>4. Delivery of refurbished and now fully serviceable equipment back to the FFTU</p> <p>5. Status of outstanding and completed refurbishments accurately reported on the quarterly KPI report.</p>	<p>1. The Contractor shall submit a refurbishment quotation to the Authority within 1 week of receiving the FFTU equipment at their premises.</p> <p>2. The Contractor shall complete the refurbishment and be able to evidence delivery back to the FFTU has been completed within 4 weeks of the Authority approving a purchase order for the repair costs.</p> <p>3. Within 1 week of receipt of the unserviceable equipment at the Contractor's premises,</p> <p>4. Within 4 weeks of purchase order being approved.</p> <p>5. The Quarterly Progress Report is to be provided to the Authority no later than 5 Business Days after the end of each Contract quarter.</p>
NSN	Description	Level of Service								
8120-99-811-2885	CYLINDER ASSEMBLY	Cleaning as necessary, renewal of O-ring on Demand Valve outlet, sintered filter and O-ring on cylinder connector and Dust Cap on RSM attachment, final testing to serviceable standard, packaging and labelling in accordance with the Contract and completion of necessary documentation for return. Any parts listed below should not be included in the cost of this refurbishment								

				price and should be itemised. Price should include delivery to FFTU.			
		4240-99-882-1829	BREATHING APPARATUS SELF-CONTAINED EDBA	Clean as necessary, final testing to ensure serviceable standard, packaging and labelling in accordance with the Contact and completion of necessary documentation for return. If further work is required, refer to pricing in Surge Refurbishment for Cylinders and the relevant work level. Price should include delivery to FFTU.			
		<b>FFTU Parts Required for Repairs:</b>					

NSN	Description	Level of Service			
4820-99-568-5889	VALVE, REGULATING, FLUID PRESSURE (REDUCING VALVE)	Items to be serviced/exchanged to a fully operational, serviceable standard for use by Fire Fighting School (FFS) only, within 4 weeks of initial collection. Price includes delivery to FFTU.			
4240-99-083-4320	WHISTLE ASSEMBLY	Items to be serviced/exchanged to a fully operational, serviceable standard for use by Fire Fighting School (FFS) only, within 4 weeks of initial collection. Price includes delivery to FFTU. Pressure Gauge found to be defective through water ingress will be replaced free of charge. In these circumstances the average firm price shown will be made to cover the cost of a service and to			

			rectify any other faults.			
	4240-99-811-8554	DEMAND VALVE, UPPER HOSE AND CONNECTOR	Items to be serviced/exchanged to a fully operational, serviceable standard for use by Fire Fighting School (FFS) only, within 4 weeks of initial collection. Price includes delivery to FFS.			
	<p>2. The Authority will receive the initial notification from the FFTU of the repairable parts. The Authority will issue a DefCon to the FFTU, notify the Contractor and provide instruction to FFTU to return their defective items to the Contractor.</p> <p>3. Within 1 week of receipt of the unserviceable equipment at the Contractor's premises, the Contractor shall provide a breakdown of the equipment received and a quotation for the refurbishment using the above parts and FFTU Specific refurbishment pricing detailed in Schedule 16 C3 – Surge Refurbishments.</p> <p>If any parts are required to complete this refurbishment which are NOT specified above, the contractor will defer to the Parts Catalogue pricing.</p> <p>If the quotation is accepted by the Authority, the purchase order will be amended to reflect the cost of the quotation and instruction given to the Contractor to proceed with the work.</p> <p>4. The Contractor shall complete the repairs and arrange for delivery back to the owning FFTU within 4 weeks of the Authority approving a purchase order for the repair costs.</p>					

		<p>If the repair work cannot be completed within the 4-week lead time, the Contractor must notify the Authority at the earliest opportunity.</p> <p>Upon completion of the repairs, the Contractor shall arrange delivery of the equipment back to the FFTU using their own preferred courier. The costs of this delivery must be included in the refurbishment costs.</p> <p>5. The Contractor shall accurately report the status of outstanding and completed parts deliveries on the quarterly KPI report - see WP 2.1 of the SoW.</p>		
16.4	<b>Ad-Hoc Tasking</b>	<p>1. Ad-hoc tasks are those which arise in response to a specific problem or requirement.</p> <p>These tasks will cover, but will not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Attend trials meetings and provide engineering support for trials.</li> <li>• Ad-hoc meetings.</li> <li>• Call out and investigation.</li> <li>• Carry out design studies.</li> <li>• Manufacturing and testing prototype MOD kits.</li> <li>• Training for the Authority/end user (not 3<sup>rd</sup> party).</li> <li>• Obsolescence rectifications.</li> <li>• Repair of defective equipment not identified in the repair annex.</li> </ul> <p>2. The Contractor shall provide the Authority with a Firm price quotation for carrying out the task, including the timescales and completion date, within ten Business Days of receipt of part 1 of the TAF (Tasking Authorisation Form). The tasking shall be completed within the agreed timescales, as detailed in the TAF. The Contractor shall sign and return part 4a of the TAF within five Business Days of completion of the TAF.</p>	<p>1. The Contractor shall maintain an ad-hoc tasking register for all proposed tasks, detailing the current status i.e. costed, approved, rejected, in-progress or completed; this shall be provided as part of the quarterly progress report.</p> <p>2. TAF process (detailed at condition 47.1 of the terms and conditions) followed correctly, and all tasking deliverables received within agreed timescales.</p>	<p>1. The Quarterly Progress Report is to be provided to the Authority no later than 5 Business Days after the end of each Contract quarter</p> <p>2. Delivery dates for ad-hoc taskings will vary for each specific tasks.</p>

**Annex A – Codes, Standards and Specifications for Quality Assurance (QA) requirements:**

Serial No	Part/ Vol	Edition/Amdt/Issue	Title
AQAP 2210		Edition A Version 2	NATO Supplementary Software QA Requirements (dated Sept 15)
AQAP 2110		Edition D Version 1	NATO Quality Assurance Requirements for design, development and production (date June 16)
AQAP 2105		Edition C Version 1	NATO QA Requirements for Deliverable Quality Plan
DEFSTAN 05-61	Part 1	Issue 7	Quality Assurance Procedural Requirements – Concessions
DEFSTAN 05-57		Issue 8	Configuration Management of Defence Materiel
DEFSTAN 02-41		Issue 5	Requirement for Configuration Management of Surface Ships
DEFSTAN 05-135		Issue 2	Avoidance of Counterfeit Materiel
DEFSTAN 05-61	Part 4	Issue 4	Quality Assurance Procedural Requirements - Contractor Working Party
DEFSTAN 05-099	Parts 1 & 2	Issue 1	Managing Government Furnished Equipment in Industry
DEFSTAN 00-600			Integrated Logistic Support. Requirements for MOD Projects
DEFCON 602A	n/a	In accordance with Condition 45	Quality Assurance (QA) with Deliverable Quality Plan
DEFCON 627	n/a	In accordance with Condition 45	Requirement for Certificate of Conformity
ISO 9001:2015			Quality Management Systems Requirements

*Other Conditions of Contract and Defence Standards:*

Serial No	Part/ Vol	Edition/Amdt/Issue	Title
DEFSTAN 00-56	Part 1	Issue 8	Safety Management Requirements for Defence Systems
DEFSTAN 00-51	Part 1	Issue 2	Environmental Management Requirements for Defence Systems
DEFCON 68		Edition 10/22	Supply of Data for Hazardous Substances, Mixtures and Articles
DEFSTAN 02-617		Issue 3	Design Guide and Requirements for Equipment to Achieve a Low Magnetic Signature
DEFSTAN 08-107		Issue 4	General Requirements for the Design of Electrotechnical and Naval Weapon Equipment
DEFSTAN 81-041	Part 1	Issue 10	Introduction to Defence Packaging Requirements
ISO 14001:2004			Environmental Management Systems
BS EN 61340-5-1:2007			Electrostatics. Protection of electronic devices.

Failure to satisfy the specified technical requirements will normally result in rejection by the Authority. Exceptionally, if the Contractor is able to demonstrate that the granting of a concession is of benefit to the Authority, applications should be completed and presented to the Representative of the Authority in accordance with the requirements of Def Stan 05-61 (Part 1).

If a Contractor proposes to deliver, or embody, a non-conforming product, no such delivery or embodiment is to take place until such time as the Representative of the Authority has agreed a concession in accordance with the requirements of Def Stan 05-61. Any Concessions raised under the Contract shall be routed through the Quality Assurance Representative stated at Box 7 of the DEFFORM 111.

**British Standards**

- (1) BS EN 136:1998 (inc Corr No 1) – Respiratory Protective Devices – Full Face Masks – Requirements, Testing, Marking
- (2) BS EN 137:2006 Respiratory Protective Devices – Self Contained Open Circuit Compressed Air Breathing Apparatus with Full Face Mask - Requirements, Testing, Marking
- (3) BS EN 12245:2022 Transportable Gas Cylinders – Fully wrapped composite cylinders – CORR: August 31, 2010: CORR: April 30, 2012.
- (4) BS EN 31000:2009 Risk Management – Policy & Guidance

**For Information/Reference**

- (1) BS EN 11623:2002 Transportable Gas Cylinders – Periodic Inspection and Testing of Composite Gas Cylinders.
- (2) BS EN 62402:20197 Obsolescence Management – Application Guide
- (3) BS EN 12021:2014 Respiratory Protective Devices – Compressed Air for Breathing Apparatus - CORR 10517: April 15, 1999.
- (4) BS ISO/TR 31004:2013 Risk Management – Guide for the Implementation of ISO31000.
- (5) BR 1326 Edition 22\_04 2022 - Regulations for Atmosphere Control in Submarines
- (6) BR 8223(1) Edition 19\_12 20193 - Extended Duration Breathing Apparatus
- (7) JSP 430 Ship Safety Management System Handbook

**The Defence Logistics Framework Certification to ISO 9001:2015**

- (1) For the purposes of this contract the Contractor shall maintain their certification to ISO 9001:2015 for the duration of the contract. Failure to maintain this certification shall be reported immediately to the Commercial Officer and the Quality Assurance Representative with responsibility for the contract as identified in boxes 1 and 7 of DEFFORM 111.
- (2) When called up in standards invoked by this contract “QAR” is to be read as “GQAR and/or Acquirer” - Note the Acquirer is normally the PT TEAM LEADER or in this instance his delegated Quality Assurance Representative. The Quality Assurance Representative for this contract is as stated in box 7 of DEFFORM 111. Only MOD GQAR organisations or individuals that have been assessed, registered and authorised by the Defence Quality Assurance Authority (DQAA) can conduct Government Quality Assurance Surveillance (GQAS) on behalf of the MOD or overseas governments.

**Quality Control/Inspection Records**

Unless otherwise directed in the Contract, the Contractor shall retain the Quality Control/Inspection Records or such of those records as may be agreed by the Government Quality Assurance Representative (GQAR), for a period of five years from completion of all work under the Contract and shall make them accessible to the Authority on request. Exceptionally, when requested by the Contractor, earlier disposal may be authorised in writing by the GQAR. At the end of the retention period the Contractor shall seek advice from the GQAR regarding the disposal/continued retention of the Quality Control/Inspection Records, and the Contractor shall not dispose of such records without the written authority of the GQAR.



[illegible]

**Annex C – Document Deliverable and Meeting List**

No	Title (SoW reference)	Required	Frequency / Review
1	Progress Report to Inventory (2.3)	EDC+ 1 month	Monthly
2	Final Project Management Plan (PMP) (1.1)	EDC+ 1 month	One-off and then reviewed annually
3	Final Risk Management Plan (RMP) inclusive of a Risk Register (4.1)	EDC+ 1 month	One-off and then reviewed quarterly
4	Final Safety Management Plan (SMP) (6.1)	EDC+ 1 month	One-off and then reviewed every 3 Years
5	Final Environmental Management Plan (EMP) (7.1)	EDC+ 1 month	One-off and then reviewed every 3 Years
6	Final Safety Case Report (SCR) (6.3)	EDC+ 2 months	One-off and then reviewed annually
7	Final Environmental Case Report (ECR) (7.3)	EDC+ 2 months	One-off and then reviewed annually
8	Project Progress Meetings (PPM) (2.1)	Quarterly for 1 <sup>st</sup> 12 months, followed by twice-yearly Meetings	Quarterly / Twice-yearly
9	Final Business Continuity Plan (BCP) (1.2)	EDC+ 3 months	One-off and then reviewed annually
10	Quarterly Progress Report (2.1)	EDC+ 3 months	Quarterly
11	Financial Reports (2.2)	EDC+ 3 months	Quarterly
12	Final Integrated Support Plan (ISP) (3.1)	EDC+ 3 months	One-off and then reviewed quarterly
13	Final Configuration Management Plan (CMP) (12.1)	EDC+ 3 months	One-off and then reviewed quarterly
14	Project Safety & Environmental Committee (PSEC) meetings (2.5)	EDC+ 3 months	Annually
15	Book of Reference (BR) (10.1) Review/Update	EDC+ 3 months	Annually
16	Final Quality Management Plan (QMP) (5.1)	EDC+ 3 months	One-off and then reviewed annually
17	Confirmation of GFE (15.1)	EDC+ 3 months	Quarterly
18	Final Obsolescence Management Plan (OMP) (13.1)	EDC+ 6 months	One-off and then reviewed quarterly
19	In-Service Support Meetings (ISS) (2.4)	EDC+ 6 months	Twice-yearly
20	Final Hazard Log (HL) (6.2)	EDC+ 6 months	Annually
21	Completed DEFFORM 565 – Supply Chain Resilience Intelligence Performance Tool (SCRIPT) template (DEFCON 565)	EDC + 90 days	One-off, and then updated if any changes

Annex D – Glossary of Terms

Abbreviation	Description
A1	New stock in first class condition
AQAP	Allied Quality Assurance Publications
BCP	Business Continuity Plan
BER	Beyond Economical Repair
BR	Book of Reference
BS EN	British Standards
CI	Configurable Item
CBRNDC	Chemical, Biological, Radiological, Nuclear, Damage Control
CMP	Configuration Management Plan
CP&F	Contract, Purchasing & Finance
DE&S	Defence Equipment & Support
DEFCON	Defence Condition
DefCon	Inventory Work Package Number
DLS	Diving Life Support
DRACAS	Data Reporting Analysis and Corrective Action System
DSA	Defence Safety Authority
E0	Unserviceable stock
EA	Equipment Authority
ECR	Environmental Case Report
EDBA	Extended Duration Breathing Apparatus
EDC	Effective Date of Contract
EFM	Environmental Features Matrix
EMP	Environmental Management Plan
FFS	Fire Fighting Safety
FFTU	Fire Fighting Training Unit
GFA	Government Furnished Assets
HL	Hazard Log
ILS	Integrated Logistic Support
IMO	International Maritime Organisation
ISO	International Standards Organisation
ISP	Integrated Support Plan
ISS	In-Service Support
KPI	Key Performance Indicator
MOD	Ministry of Defence
NATO	North Atlantic Treaty Organisation
NCHQ	Naval Command Headquarters
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
OMP	Obsolescence Management Plan
OSD	Out of Service Date
PMP	Project Management Plan
POEMS	Project Oriented Environmental Management System
POSMS	Project Oriented Safety Management System
PPE	Personal Protective Equipment
PPM	Project Progress Meeting
PSEC	Project Safety & Environmental Committee
QA	Quality Assurance
QMP	Quality Management Plan
RMP	Risk Management Plan
RN	Royal Navy
ROC	Risks Outside Costing
SALMO	Salvage and Marine Operations
SCR	Safety Case Report
SMP	Safety Management Plan
SOLAS	Safety of Life at Sea
SoW	Statement of Work
SQEP	Suitably Qualified & Experienced Personnel
TD	Technical Documentation
TL	Team Leader
VFM	Value For Money
WIP	Work in Progress

## Schedule 12 - Rubber Appendix

### STATEMENT ON THE CONTROL OF HOSES

#### 1. Natural rubber hoses

##### 1.1 Marking

All natural rubber hoses will have the following marked on a RED band:

- NSN
- Maximum Working Pressure (this refers to the 'Hose Assembly')
- Serial Number
- Manufacturer's Name
- Cure Date (the date of manufacture of the natural rubber hose)

##### 1.2 Life

Maximum Total Life 10 years, which will include storage and a Maximum In-Service Life of 5 Years.

#### 2. Synthetic hoses

##### 2.1 Marking

All synthetic hoses will have the following marked on a YELLOW band:

- NSN
- Maximum Working Pressure (this refers to the 'Hose Assembly')
- Serial Number
- Manufacturer's Name

##### 2.2 Life

No shelf life in storage – visually inspect pre-usage (first time) followed by 10 years maximum service.

#### 3. Charging hoses

Charging hoses are to be fitted with "Stainless Steel" type of hose lashings.

#### 4. Exclusions to the above

##### 4.1 Convoluted Hoses

Convoluted hoses are exempt from labelling. They will be visually inspected on Pre-Dive checks and do not have a pre-determined life.

##### 4.2 Gas Supply Hose as part of Surface Supply Umbilical

The gas supply hose, as part of a surface supplied umbilical is exempt from labelling. As long as they are tested in accordance with International Marine Contractors Association (IMCA) D018 and Planned Maintenance Schedule, they also do not have a pre-determined life. They will be visually inspected on Pre-Dive checks.

Schedule 13 - Core Payment Plan

SOR ITEM	Contract Year	Q1 Payment (£GBP Ex VAT)	Q2 Payment (£GBP Ex VAT)	Q3 Payment (£GBP Ex VAT)	Q4 Payment (£GBP Ex VAT)	TOTAL (£GBP Ex VAT)
1	1					
	2					
	3					
	Option Year 1					
	Option Year 2					

Contract Years 1- 3 are Firm Priced  
Option Years 1-2 are Fixed Priced, and shall be calculated using the Variation of Price formula at Clause 46.15 of the Contract.

For the purposes of managing payments within the CP&F system, two Purchase Orders will be created for each Contract Year; one for the Core element not subject to Performance Payment (column D) and one for the Performance element (column E). Any retention of KPI payments shall be in accordance with Condition 46.5 of the Contract.

A	B	C	D	E	F	G	H
SOR Item	Contract Year	Total Price (£) per Quarter	Element of Quarterly Price (£) <u>not</u> subject to Performance Payment (50% of price)	Element of Quarterly Price (£) subject to Performance element (50% of price)	YELLOW Retention value (£) per Quarter (25% of price)	AMBER Retention value (£) per Quarter (50% of price)	RED Retention value (£) per Quarter (50% of price)
1	1						
	2						
	3						
	Option Year 1*						
	Option Year 2*						

\*Option Years 1 and 2 shall be calculated using the Variation of Price formula at Clause 46.15 of the Contract.

### Schedule 14 - Key Performance Indicators (KPIs)

KPI 1	Management of Deliveries – Parts
Performance Indicator	Percentage of Parts Deliveries made on time
Description	Delivery of parts made to MOD stores or other specified location within contract lead times specified in Schedule 16
Incidence Measure	PI 1 – Management of Deliveries – Core Parts Delivery PI 2 – Management of Deliveries – Surge Part Orders
Start	See relevant PI
Stop	See relevant PI
Data Source	Quarterly Progress Report
Data Maintainer	The Contractor
Data Provider	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly: No later than 5 Business Days following the end of each Quarter.
Reporting Method	Quarterly Progress Report

The overall KPI performance outcome for KPI 1 shall be determined as follows:

- If any PIs are assessed as Yellow, and there are no Amber or Red PIs, the overall performance outcome for KPI 1 will be Yellow.
- If any PIs are assessed as Amber, and there are no Red PIs, the overall performance outcome for KPI 1 will be Amber.
- If any PIs are assessed as Red, the Overall Performance Outcome for KPI 1 will be Red.

For example:

PI 1	PI 2	KPI Outcome
GREEN	GREEN	GREEN
YELLOW	GREEN	YELLOW
AMBER	GREEN	AMBER
RED	GREEN	RED
YELLOW	RED	RED
AMBER	YELLOW	AMBER
YELLOW	YELLOW	YELLOW
AMBER	RED	RED

<b>KPI 1 - PI 1</b>	<b>Management of Deliveries – Core Parts Delivery</b>
Performance Indicator	Percentage of Parts Deliveries on time
Incidence Measure	Delivery of Core Parts made to MOD stores or other specified location in the quantity and within contract lead times specified in Schedule 16, tab C1
Start	First Business Day of the reporting Quarter
Stop	Final Business Day of reporting Quarter
Data Source	Quarterly Progress Report
Data Maintainer	The Contractor
Data Provider	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly: No later than 5 Business Days following the end of each Quarter.
Reporting Method	Quarterly Progress Report

<b>KPI 1 - PI 2</b>	<b>Management of Deliveries – Surge Part Orders</b>
Performance Indicator	Percentage of Parts Deliveries on time
Incidence Measure	Delivery of Surge Part Orders made to MOD stores or other specified location in the quantity ordered and within contract lead times specified in Schedule 16, tab C2
Start	Date CP&F purchase order approved by the Authority
Stop	When parts are made available for collection and MOD transport is booked
Data Source	Quarterly Progress Report
Data Maintainer	The Contractor
Data Provider	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly: No later than 5 Business Days following the end of each Quarter.
Reporting Method	Quarterly Progress Report

The performance outcome for PI 1 and 2, shall be determined based on the number of lines within the purchase order(s), raised within the relevant quarter, delivered in full. 'Delivered in full' shall mean that the full quantity of parts ordered within a line has been provided by the Contractor, within the contractual timescales specified in Schedule 16 and accepted by the Authority.



Performance Bands – PI1	
Good	All lines delivered in full within the contracted timescales at Schedule 16
Approaching Target	<ul style="list-style-type: none"> <li>Q1 - 23 lines delivered in full within the contracted timescales at Schedule 16</li> <li>Q2 / Q3 / Q4 – 17 lines delivered in full within the contracted timescales at Schedule 16</li> </ul>
Requires Improvement	<ul style="list-style-type: none"> <li>Q1 - 22 lines delivered in full within the contracted timescales at Schedule 16</li> <li>Q2 / Q3 / Q4 - 16 lines delivered in full within the contracted timescales at Schedule 16</li> </ul>
Inadequate	<ul style="list-style-type: none"> <li>Q1 - ≤21 lines delivered in full within the contracted timescales at Schedule 16</li> <li>Q2 / Q3 / Q4 - ≤15 lines delivered in full within the contracted timescales at Schedule 16</li> </ul>

Performance Bands – PI2	
Good	100% of lines delivered in full within the contracted timescales at Schedule 16
Approaching Target	75% - 99.99% of lines delivered in full within the contracted timescales at Schedule 16
Requires Improvement	50% - 74.99% of lines delivered in full within the contracted timescales at Schedule 16
Inadequate	≤49.99% of lines delivered in full within the contracted timescales at Schedule 16

If, due to delays in MOD transport (collection and delivery to MOD stores), a contractual delivery date is not met, then this mitigation is to be stated in the Contractor's quarterly KPI reports, along with the date the Remote Access Movements Portal (RAMP) collection was requested. This information will be reviewed by the Authority, and mitigation accepted in instances where the Contractor can evidence that the RAMP collection was booked early enough to meet the contractual delivery date, had the MOD transport not been delayed.

<b>KPI 2</b>	<b>Management of Deliveries – Refurbishments</b>
Performance Indicator	Percentage of Surge & FFTU Refurbishments completed and delivered on time
Description	Delivery of refurbished parts made to MOD stores or other specified location, within contract lead times specified in Schedule 16
Incidence Measure	PI 1 –Completion of Survey/Quotation PI 2 – Management of Deliveries
Start	See relevant PI
Stop	See relevant PI
Data Source	Quarterly Progress Report
Data Maintainer	The Contractor
Data Provider	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly: No later than 5 Business Days following the end of each Quarter.
Reporting Method	Quarterly Progress Report

The overall KPI performance outcome for KPI 2 shall be determined as follows:

- If any PIs are assessed as Yellow, and there are no Amber or Red PIs, the overall performance outcome for KPI 2 will be Yellow.
- If any PIs are assessed as Amber, and there are no Red PIs, the overall performance outcome for KPI 2 will be Amber.
- If any PIs are assessed as Red, the Overall Performance Outcome for KPI 2 will be Red.

For example:

<b>PI 1</b>	<b>PI 2</b>	<b>KPI Outcome</b>
<b>GREEN</b>	<b>GREEN</b>	<b>GREEN</b>
<b>YELLOW</b>	<b>GREEN</b>	<b>YELLOW</b>
<b>AMBER</b>	<b>GREEN</b>	<b>AMBER</b>
<b>RED</b>	<b>GREEN</b>	<b>RED</b>
<b>YELLOW</b>	<b>RED</b>	<b>RED</b>
<b>AMBER</b>	<b>YELLOW</b>	<b>AMBER</b>
<b>YELLOW</b>	<b>YELLOW</b>	<b>YELLOW</b>
<b>AMBER</b>	<b>RED</b>	<b>RED</b>

<b>KPI 2 - PI 1</b>	<b>Management of Deliveries –Completion of Survey/Quotation</b>
Performance Indicator	Completion of Survey/Quotation
Incidence Measure	Completion of survey of part to establish refurbishment required, and subsequent quotation provided to the Authority.
Start	When part(s) received at Contractor's premises
Stop	On submission of quotation to the Authority
Data Source	Quarterly Progress Report
Data Maintainer	The Contractor
Data Provider	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly: No later than 5 Business Days following the end of each Quarter.
Reporting Method	Quarterly Progress Report

<b>KPI 2 - PI 2</b>	<b>Management of Deliveries – Surge &amp; FFTU Refurbishments</b>
Performance Indicator	Percentage of Deliveries on time
Incidence Measure	Delivery of surge or FFTU refurbished parts made to MOD stores or other specified location in the quantity ordered and within contract lead times specified in Schedule 16
Start	Date CP&F purchase order approved by the Authority.
Stop	<ul style="list-style-type: none"> <li>For surge refurbishments - when part(s) are made available for collection and MOD transport is booked.</li> <li>For FFTU refurbishments - on receipt of part(s) at originating FFTU.</li> </ul>
Data Source	Quarterly Progress Report
Data Maintainer	The Contractor
Data Provider	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly: No later than 5 Business Days following the end of each Quarter.
Reporting Method	Quarterly Progress Report

<b>Performance Bands</b>	
Good	≥95% of items delivered within the contracted timescales at Schedule 16
Approaching Target	90% - 94.99% of items delivered within the contracted timescales at Schedule 16
Requires Improvement	80% - 89.99% of items delivered within the contracted timescales at Schedule 16
Inadequate	≤79.99% of items delivered within the contracted timescales at Schedule 16

If, due to delays in MOD transport (collection and delivery to MOD stores), a contractual delivery date is not met, then this mitigation is to be stated in the Contractor's quarterly KPI reports, along with the date the Remote Access Movements Portal (RAMP) collection was requested. This information will be reviewed by the Authority, and mitigation accepted in instances where the Contractor can evidence that the RAMP collection was booked early enough to meet the contractual delivery date, had the MOD transport not been delayed.

<b>KPI 3</b>	<b>Response to S2022s</b>
Performance Indicator	Management of S2022s
Description	Response time and management for S2022 defects
Incidence Measure	PI 1 – Management of S2022s – Initial Response PI 2 – Management of S2022s – Resolution
Start	See relevant PI
Stop	See relevant PI
Data Source	DRACAS Database – Supplied by the Contractor
Data Maintainer	The Contractor
Data Provider	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly: No later than 5 Business Days following the end of each Quarter.
Reporting Method	Quarterly Progress Report

The overall KPI performance outcome for KPI 3 shall be determined as follows:

- If any PIs are assessed as Yellow, and there are no Amber or Red PIs, the overall performance outcome for KPI 3 will be Yellow.
- If any PIs are assessed as Amber, and there are no Red PIs, the overall performance outcome for KPI 3 will be Amber.
- If any PIs are assessed as Red, the Overall Performance Outcome for KPI 3 will be Red.

For example:

<b>PI 1</b>	<b>PI 2</b>	<b>KPI Outcome</b>
<b>GREEN</b>	<b>GREEN</b>	<b>GREEN</b>
<b>YELLOW</b>	<b>GREEN</b>	<b>YELLOW</b>
<b>AMBER</b>	<b>GREEN</b>	<b>AMBER</b>
<b>RED</b>	<b>GREEN</b>	<b>RED</b>
<b>YELLOW</b>	<b>RED</b>	<b>RED</b>
<b>AMBER</b>	<b>YELLOW</b>	<b>AMBER</b>
<b>YELLOW</b>	<b>YELLOW</b>	<b>YELLOW</b>
<b>AMBER</b>	<b>RED</b>	<b>RED</b>

KPI 3 - PI 1	Response to S2022s
Performance Indicator	Management of S2022s – Initial Response
Incidence Measure	Timescales taken to action and resolve initial responses to S2022s
Start	Date of receipt of S2022 by the Contractor
Stop	Date response issued by the Contractor and accepted by the Authority
Data Source	Quarterly progress report/DRACAS Database/the Contractor
Data Maintainer	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly

KPI 3 - PI 2	Response to S2022s
Performance Indicator	Management of S2022s – Resolution
Incidence Measure	Timescales taken resolve S2022s
Start	Date of receipt of item by the Contractor
Stop	Date response issued by the Contractor and accepted by the Authority
Data Source	Quarterly progress report/DRACAS Database/the Contractor
Data Maintainer	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly

Activity	Safety	Priority	Routine
Initial Response	3 Business Days	30 calendar days	
S2022 completion following receipt of item (resolution)	21 calendar days	5 months	10 months

Performance Bands	
Good	All S2022s closed within stated period above
Approaching Target	Priority or Routine: Any S2022 closed ≤5 Business Days later than limit stated above
Requires Improvement	Priority or Routine: Any S2022 closed >5 & ≤10 Business Days later than stated above
Inadequate	Priority or Routine: Any S2022 closed >10 Business Days later than stated above. <b>OR</b> Safety: S2022 outstanding for more than limit stated above

KPI 4	Contract Management Activities
Performance Indicator	Progress Reporting
Description	Provision of Deliverable Documentation
Incidence Measure	The Contractor is required to provide all Deliverable Documentation as defined in Annex C to Schedule 11. The measure shall be delivery of all required documentation to agreed timescales, and compliance of the documentation with the requirements.
Start	Effective Date of Contract
Stop	Authority acceptance of Deliverable Documentation
Data Source	The Contractor
Data Maintainer	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly: No later than 5 Business Days following the end of each Quarter
Reporting Method	Quarterly Progress Report

Performance Bands	
Good	The Authority receives the documentation by the due date, as detailed in Annex C to Schedule 11, and acceptance given with no amendments or revisions required.
Approaching Target	<p>The Authority receives the documentation by the due date, as detailed in Annex C to Schedule 11, and revisions required are made and accepted by the Authority within 10 Business Days with no further amendments or revisions required.</p> <p>OR</p> <p>The Authority receives the documentation no later than 10 Business Days after the due date as detailed in Annex C to Schedule 11, <b>and</b> <b>if applicable</b> amended documentation received within 10 Business Days of Authority comments being issued, and acceptance given with no further amendments or revisions required.</p>
Requires Improvement	The Authority receives the documentation no later than 20 Business Days after the due date as detailed in Annex C to Schedule 11, <b>and if applicable</b> amended documentation received within 10 Business Days of Authority comments being issued and acceptance given with no further amendments or revisions required.

Inadequate	<p>The Authority receives the documentation more than 20 Business Days after the due date as detailed in Annex C to Schedule 11</p> <p>OR</p> <p>Amended documentation received more than 20 Business Days after Authority comments have been issued to the Contractor and acceptance given with no further amendments or revisions required.</p> <p>OR</p> <p>Amended documentation is not accepted by the Authority.</p>
------------	--



**Schedule 15 – Rates**

**Labour rates**

1. The tables below represent the agreed rates which shall apply to any activities under SoR line item 4

Table 1 – Labour rates (fully inclusive, including overheads and profit)

Resource Grade/Band Code	Role Description	Hourly Charging Rate (£ ex VAT)				
		FIRM prices			FIXED prices*	
		Contract Year 1	Contract Year 2	Contract Year 3	Option Year 1	Option Year 2
G1	Manager					
G2	Prod Engineer					
G3	Quality Engineer					
G4	Admin / Secretarial					
G4	Skilled					
G5	Semi-skilled					

\* To be priced in accordance with Condition 46.19 – Variation of Price

**Profit rate**

1. The profit rate applicable to any ad-hoc taskings is: [REDACTED]

**Travel and Subsistence**

1. Claims for Travel and Subsistence shall be in accordance with the actual limits listed below, unless the Authority agrees otherwise. The limits listed are inclusive of VAT.
  - a. The Contractor may claim up to a maximum of [REDACTED] per night for accommodation
  - b. The Contractor may claim up to a maximum of [REDACTED] for lunch and/or [REDACTED] for an evening meal, including all drinks (excluding alcoholic drinks).
  - c. Any price in excess of these limits will require justification and the approval of the Authority's Commercial Officer.
  - d. For any car journeys made in the performance of the Contract in relation to ad-hoc tasks, the Contractor may claim thirty (30) pence per mile. Claims including vehicle insurance are inadmissible.
2. The above limits for Travel and Subsistence shall remain unchanged throughout the duration of the Contract.
3. In exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Contractor may request reimbursement for short-term car hire to meet specifically the performance of the Contract.
4. For Air, Sea and Rail, wherever possible the Contractor shall use any benefits obtained as a direct consequence of the Contractor's performance under the Contract (e.g. Air Miles) to offset the costs of further travel required in performance of the Contract.
- a. For Air, Sea and Rail Travel, wherever possible the Contractor shall book standard or economy class and wherever possible pre-book tickets to take advantage of reduced advanced fares. The Contractor may only book first/business class tickets where value for money can be demonstrated, for example where first/business class are cheaper than standard fare tickets.
- b. The Contractor shall retain copies of receipts to support for T&S claims. Copies of receipts shall be provided upon request. The Contractor shall retain receipts in accordance with Condition 17 (Contractors Records).
5. For the avoidance of doubt, any claims for T&S under the Contract shall not include any handling charge or Contractor's profit or have VAT charged more than once.

**Business Day**

1. 7.5 working hours will constitute a full Business Day

Key Information:

Contract Number: 707614450

Contract Start Date: 26th June 2025

Contractor

Scott Health and Safety Ltd

NCAGE

Extended Duration Breathing Apparatus (EDBA)

Schedule 16: Parts Catalogue - Core Deliverables Catalogue

IMSD	NSC	NIIN	OEM Part Number	Item Description	Level of Service	D of Q	Hazard Indicator*	Annual QTY	Delivery Frequency	Contract Year 1			Contract Year 2 onwards			
										Q1	Q2	Q3	Q1	Q2	Q3	Q4
O870	8120	998112885	1045943	Cylinder Assembly (New)	Core Parts Provisioning	EA	None		Quarterly							
O870	5330	998112950	1027859	O-ring	Core Parts Provisioning	EA	None		Quarterly							
O870	5330	992194260	1028005	O-ring	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	998417033	7001124	Mask Air Line (Pro Mask Medium-Large)	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	999883282	7001125	Mask Air Line (Pro Mask Small)	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	990875102	1022086	Filter Sintered	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	998118554	1029092	Regulator, Breathing Gas pressure, Demand (DV and Upper Hose)	Core Parts Provisioning	EA	None		Quarterly							
O870	4720	995008211	1025542	Hose Assembly, Non-metallic (Hose, Extension, 2m)	Core Parts Provisioning	EA	None		Quarterly							
O870	4720	992194239	1025544	Hose Assembly, Non-metallic (Hose, EBS, 15 m)	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	991649320	2025642	Hose Assembly, Non-metallic (Hose, EBS, 2.5 m)	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	994349669	2025965	Hose Assembly, Non-metallic (Hose, EBS, 7.5 m)	Core Parts Provisioning	EA	None		Quarterly							
O870	4720	993021335	1025244	Hose Assembly, Non-metallic (Lower DV Hose)	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	993465047	2031919	EDBA Cylinder Cover	Core Parts Provisioning	EA	None		Quarterly							
O870	4320	990834320	1023301	Whistle Assembly (Pressure Gauge, Whistle and Hose)	Core Parts Provisioning	EA	None		Quarterly							
O870	4820	995685889	1030628	Valve Regulating, Fluid Pressure (Reducing Valve)	Core Parts Provisioning	EA	None		Quarterly							
O870	4720	999067985	1025344	Hose Assembly Non-metallic Cylinder Connector HP	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	992194254	1030629	Spare parts Kit, Breathing Apparatus	Core Parts Provisioning	EA	None		Quarterly							
O870	6685	999621642	1023116	Gauge, Pressure, Dial Indicating (Test Gauge)	Core Parts Provisioning	EA	None		Quarterly							
O870	4240	999847654	1025253	Attachment Rescue Mask (RM) Assembly	Core Parts Provisioning	EA	None		Yearly							
O870	6625	993250385	1036015	Test Kit, Breathing Apparatus	Core Parts Provisioning	EA	None		Yearly							
O870	4240	995914211	1038428	Retainer, Hose	Core Parts Provisioning	EA	None		Yearly							
O870	9150	990525308	1033805	Krytox Grease	Core Parts Provisioning	EA	None		Yearly							
O870	4240	995008210	1031736	Valve Flap (6)	Core Parts Provisioning	EA	None		Yearly							
O870	4240	997366384	1017407	Buckle (Male Waist Belt Buckle)	Core Parts Provisioning	EA	None		Yearly							

\* Please indicate whether item requires a Safety Data Sheet or any special packaging/ handling instruction

Core deliverables are priced in accordance with tab C2

Key Information:  
Contract Number: 707614450  
Contract Start Date: 26th June 2025

Contractor  
Scott Health and Safety Ltd

NCAGE

## Extended Duration Breathing Apparatus (EDBA)

Schedule 16: Parts Catalogue - Surge Parts Catalogue

IMSD	NSC	NIIN	OEM Part Number	Item Description	D of Q	Hazard Indicator*	Surge Order Lead Time (Weeks)	Estimated Annual Surge QTY	Minimum Order Quantity	Contract Year 1 (Firm)	Contract Year 2 (Firm)	Contract Year 3 (Firm)	Contract Year 4 (Option 1) (Fixed)	Contract Year 5 (Option 2) (Fixed)
O870	4240	998821829	7001113	Breathing Apparatus, Self-Contained EDBA (Medium and Large face piece)	EA	None	12							
O870	8120	998112885	1045943	Cylinder Assembly	EA	None	19							
O870	4240	993183811	2017282	Breathing Apparatus, Self-Contained Pro-Pak EOD	EA	None	12							
O870	6830	999328468	2025466	Cylinder, EDBA, 9L, Locking Handwheel	EA	None	18							
O870	5330	998112950	1027859	O-ring	EA	None	10							
O870	5330	992194260	1028005	O-ring	EA	None	10							
O870	4240	998417033	7001124	Mask Air Line (Pro Mask Medium-Large)	EA	None	12							
O870	4240	999883282	7001125	Mask Air Line (Pro Mask Small)	EA	None	12							
O870	4240	990875102	1022086	Filter Sintered	EA	None	12							
O870	4240	998118554	1029092	Regulator, Breathing Gas pressure, Demand (DV and Upper Hose)	EA	None	12							
O870	4720	995008211	1025542	Hose Assembly, Non-metallic (Hose, Extension, 2m)	EA	None	20							
O870	4720	992194239	1025544	Hose Assembly, Non-metallic (Hose, EBS, 15 m)	EA	None	47							
O870	4240	991649320	2025642	Hose Assembly, Non-metallic (Hose, EBS, 2.5 m)	EA	None	47							
O870	4240	994349669	2025965	Hose Assembly, Non-metallic (Hose, EBS, 7.5 m)	EA	None	47							
O870	4240	995010430	2025966	Hose Assembly, Non-metallic (Hose, EBS, 12.5 m)	EA	None	47							
O870	4720	993021335	1025244	Hose Assembly, Non-metallic (Lower DV Hose)	EA	None	17							
O870	4240	993465047	2031919	EDBA Cylinder Cover	EA	None	12							
O870	4320	990834320	1023301	Whistle Assembly (Pressure Gauge, Whistle and Hose)	EA	None	12							
O870	4820	995685889	1030628	Valve Regulating, Fluid Pressure (Reducing Valve)	EA	None	12							
O870	4720	999067985	1025344	Hose Assembly Non-metallic Cylinder Connector HP	EA	None	12							
O870	4240	992194254	1030629	Spare parts Kit, Breathing Apparatus	EA	None	12							
O870	6685	999621642	1023116	Gauge, Pressure, Dial Indicating (Test Gauge)	EA	None	12							
O870	4240	999847654	1025253	Attachment Rescue Mask (RM) Assembly	EA	None	12							
O870	6625	993250385	1036015	Test Kit, Breathing Apparatus	EA	Yes	14							
O870	4240	995914211	1038428	Retainer, Hose	EA	None	12							
O870	9150	990525308	1033805	Krytox Grease	EA	Yes	12							
O870	4240	995008210	1031736	Valve Flap (6)	PK	None	12							
O870	4240	997366384	1017407	Buckle (Male Waist Belt Buckle)	EA	None	12							
O870	4240	995556302	2032162	Head harness – 5 Point	EA	None	15							
O870	4240	993964652	7001475	Valve Frame (2)	PK	None	10							
O870	4240	992161027	5512687	Speech Diaphragm	EA	None	12							
O870	4240	998200367	7001476	Exhale Valve Assy	EA	None	15							
O870	4240	998200365	5012691	Inner Mask & Ring	EA	None	10							
O870	4240	991551298	5512694	Buckle & Roller (5)	PK	None	13							
O870	4240	992266901	7001480	Neck-strap Assembly	EA	None	12							
O870	4240	993021343	1017408	Buckle (Chest Strap Buckle and Slide)	EA	None	23							
O870	4220	993236673	2003235	Cylinder band Assembly	EA	None	20							
O870	4220	996604555	2007997	Cylinder valve retainer	EA	None	10							
O870	5340	995052443	2019041	Cap, Protective, Dust & Moisture Seal	EA	None	10							
O870	4240	993840968	2025964	Hose Assembly, Non-metallic (Hose, EBS, 5m)	EA	None	47							
O870	4240	998493461	2014795	Lower Shoulder Straps (PR)(Spares) Pro-Pak	EA	None	20							

\* Please indicate whether item requires a Safety Data Sheet or any special packaging/ handling instruction

Key Information:  
Contract Number: 707614450  
Contract Start Date: 26th June 2025

Contractor  
Scott Health and Safety Ltd

NCAGE

Extended Duration Breathing Apparatus (EDBA)

Schedule 16: Parts Catalogue - Surge & FFTU Refurbishments

IMSD	NSC	NIIN	OEM Part Number	Item Description	Level of Service	D of Q	Hazard Indicator*	Surge Order Lead Time	Contract Year 1 (Firm) 01-Apr-25 to 31-Mar-26	Contract Year 2 (Firm) 01-Apr-26 to 31-Mar-27	Contract Year 3 (Firm) 01-Apr-27 to 31-Mar-28	Contract Year 4 (Option 1) (Fixed) 01-Apr-28 to 31-Mar-29	Contract Year 5 (Option 2) (Fixed) 01-Apr-29 to 31-Mar-30
Surge Refurbishments													
O870	4240	998821829	7001113	Breathing Apparatus, Self-Contained EDBA (Medium and Large face piece)	Survey: On receipt the EDBA set excluding Cylinder is to be surveyed to determine the appropriate level of Refurbishment required and/or BER action. Survey & Report	EA	None	2 weeks					
					Level 1: MINOR SERVICE Cleaning as necessary, renewal of O-ring on Demand Valve outlet, sintered filter and O-ring on cylinder connector and Dust Cap on RSM attachment, final testing to serviceable standard, packaging and labelling in accordance with the Contract and completion of necessary documentation for return.	EA	None	4 weeks					
					Level 2: Major Service As Level 1 but including renewal of Main Diaphragm, Inlet Stem Assembly, Valve Disc and Reset Button on Demand Valve, Piston Assembly and Inlet/Outlet O-rings of Reducing Valve. Plug O-ring, Copper Seal on PG, Whistle Seals, O-ring at Hose Connection, O-rings between Cylinder Connector and Lower Elbow, Gauze Filter on RSM attachment, Exhale Valve, Ori Nasal Valves and Pins and Visor on Facemask.	EA	None	4 weeks					
					Level 3: 12 Year Stripdown & Rebuild As Levels 1 and 2 Plus : Cylinder Connection Hose, Pressure Gauge Hose, Upper and Lower Demand Valve Hoses, Pressure Gauge, RSM Hose and Socket, Outer Mask for Pro-Mask.	EA	None	6 weeks (based on a max of 6x pallets of 36 sets being sent)					
O870	8120	998112885	1045943	Cylinder Assembly	Survey: On receipt, each Cylinder and Valve is to be surveyed to determine the appropriate level of Refurbishment required and/or BER action. Survey and Report	EA	None	2 weeks					
					Level 1: Minor Service Clean as necessary, final testing to ensure serviceable standard, packaging and labelling in accordance with the Contract and completion of necessary documentation for return.	EA	None	4 weeks					
					Level 2: Major Service (In line with Cylinder Testing Regime) As Level 1 but includes re-test and re-certification of Cylinder, renewal of Spindle Assembly with Nut, Washer, O-rings and Thrust Washer, Neck O-Ring and Supply & Fit Cylinder Flow Fuse	EA	None	6 weeks					
					Level 3: Complete Stripdown & Rebuild As Levels 1 and 2 but including replacement of complete Cylinder Valve Assembly. In addition older Cylinders that continue to be returned and are not classed as BER shall have a Flow Restrictor fitted.	EA	None	6 weeks					
O870	4240	993183811	2017282	Breathing Apparatus, Self-Contained Pro-Pak EOD	Survey: On receipt the EDBA set excluding Cylinder is to be surveyed to determine the appropriate level of Refurbishment required and/or BER action. Survey & Report	EA	None	2 weeks					
					Level 1: MINOR SERVICE Cleaning as necessary, renewal of O-ring on Demand Valve outlet, sintered filter and O-ring on cylinder connector and Dust Cap on RSM attachment, final testing to serviceable standard, packaging and labelling in accordance with the Contract and completion of necessary documentation for return.	EA	None	4 weeks					

					Level 2: Major Service As Level 1 but including renewal of Main Diaphragm, Inlet Stem Assembly, Valve Disc and Reset Button on Demand Valve, Piston Assembly and Inlet/Outlet O-rings of Reducing Valve. Plug O-ring, Copper Seal on PG, Whistle Seals, O-ring at Hose Connection, O-rings between Cylinder Connector and Lower Elbow, Gauze Filter on RSM attachment, Exhale Valve, Ori Nasal Valves and Pins and Visor on Facemask.	EA	None	4 weeks	
					Level 3: 12 Year Stripdown & Rebuild As Levels 1 and 2 Plus : Cylinder Connection Hose, Pressure Gauge Hose, Upper and Lower Demand Valve Hoses, Pressure Gauge, RSM Hose and Socket, Outer Mask for Pro-Mask.	EA	None	6 weeks (based on a max of 6x pallets of 36 sets being sent)	
FFTU Refurbishment Specific									
O870	4240	998821829	7001113	Breathing Apparatus, Self-Contained EDBA (Medium and Large face piece)	Cleaning as necessary, renewal of O-ring on Demand Valve outlet, sintered filter and O-ring on cylinder connector and Dust Cap on RSM attachment, final testing to serviceable standard, packaging and labelling in accordance with the Contract and completion of necessary documentation for return.  Any parts listed below should not be included in the cost of this refurbishment price and should be itemised. Price should include delivery to FFTU.	EA	None	4 weeks	
O870	8120	998112885	1045943	Cylinder Assembly	Clean as necessary, final testing to ensure serviceable standard, packaging and labelling in accordance with the Contract and completion of necessary documentation for return. If further work is required, refer to pricing in Surge Refurbishment for Cylinders and the relevant work level. Price should include delivery to FFTU.	EA	None	4 weeks	
O870	4240	998118554	1029092	Regulator, Breathing Gas pressure, Demand (DV and Upper Hose)	Items to be serviced/exchanged to a fully operational, serviceable standard for use by Fire Fighting School (FFS) only, within 4 weeks of receipt. Price includes delivery to FFTU.	EA	None	4 weeks	
O870	4320	990834320	1023301	Whistle Assembly (Pressure Gauge, Whistle and Hose)	Items to be serviced/exchanged to a fully operational, serviceable standard for use by Fire Fighting School (FFS) only, within 4 weeks of receipt. Price includes delivery to FFTU.	EA	None	4 weeks	
O870	4320	990834320	1023301	Whistle Assembly (Whistle and Hose), where pressure guage defective	Where the pressure guage is found to be defective due to water ingress, the pressure guage shall be replaced free of charge. Whistle assembly hose and whistle to be serviced/exchanged to a fully operational serviceable standard for use by Fire Fighting School (FFS) only	EA	None	4 weeks	
O870	4820	995685889	1030628	Valve Regulating, Fluid Pressure (Reducing Valve)	Items to be serviced/exchanged to a fully operational, serviceable standard for use by Fire Fighting School (FFS) only, within 4 weeks of receipt. Price includes delivery to FFS.	EA	None	4 weeks	
				Disposal of BER cylinder	Contractor disposal of cylinder assembly (8120-998112885) if found to be BER.  Note: Authority approval must be obtained before any disposal.	EA	None	4 weeks	
				Disposal of BER EDBA set	Contractor disposal of EDBA set (4240-998821829 or 4240-993183811) if found to be BER.  Note: Authority approval must be obtained before any disposal.	EA	None	4 weeks	

\* Please indicate whether item requires a Safety Data Sheet or any special packaging/ handling instruction



Contract 707614450  
Schedule 17 - NOT USED

**Schedule 17 – NOT USED**



**Schedule 18 - Task Approval Form (TAF) (SoR Item 4)**

**Task Authorisation Form for Contract Number 707614450**

Note: Please ensure the TAF Version Control is maintained on the TAF register

**PART 1 – REQUIREMENT**

<b><u>CONTRACT NUMBER:</u></b> 707614450	<b><u>TASK NUMBER:</u></b>	<b><u>VERSION:</u></b>
You are hereby requested to provide a <b>Firm</b> Price Proposal for the below requirement. Your Proposal should be submitted in accordance with clause 47.1 of the Contract.		
<b><u>TASK TITLE:</u></b>		
<b>TASK REQUIREMENT(S)</b>		





<b>Does this Task include any Task-specific Terms, or Quality Standards / Requirements</b>	<b>REQMNT TIMESCALE / COMPLETION DATE</b>	
	<b>Requirement Owner's Name and Sign.:</b>	
	<b>Date:</b>	
	<b>Commercial Officer's Name and Sign.:</b>	
	<b>Date:</b>	
	<b>Finance Officers Name and Sign</b>	
<b>Date:</b>		
<b>For tasks including Inventory:</b>		
<b>SCM Officer Name and Sign</b>		

---



	<b><u>TASK NUMBER:</u></b>	<b><u>VERSION:</u></b>

**b. Price & Payment**

A **Firm** Price of £ (ex-VAT) is quoted for the performance of this Task.

The Price Breakdown, comprising Labour, Materials, T&S and any QDC provisions (where appropriate), is attached.

The Payment Plan is as follows: *(delete if not appropriate i.e., in instances of one-off payment-on-completion)*

Milestone:	Price:	Claimed Upon:

---

**c. Completion Date**

A completion date of is given for this Task.

This Task Proposal is open and valid until

**Electronically Signed** (Name and post):  
*On behalf of* (Contractor)

**Date:**

---

**PART 3 – APPROVALS AND AUTHORITY TO PROCEED**

*(Completed by the Authority)*

The following approvals relate to TAF Proposal Version , dated

**a. Project approval**

The timescale and level of work reported in the Contractor's Proposal are acceptable for this Task. I am content that the hours, material/sub-contract costs and T&S quoted are fair and reasonable, and commensurate with the work to be undertaken. All GFA requirements necessary to complete this Task (where applicable) have been agreed. All necessary approvals (BC, CC etc.) have been attained and stored in the Contract file (if applicable).

A completion date of is agreed for this Task.

Project Manager approval is hereby given for this Task.

**Electronically Signed** (Name and post):

**Date:**

**b. Finance approval**

Financial approval is hereby given for this Task.

**Electronically Signed** (Name and post):

**Date:**

**c. For Tasking including Inventory items**

SCM approval is hereby given for this Task.

**Electronically Signed** (Name and post):

**Date:**

**d. Commercial approval**

Commercial approval is hereby given, and you are authorised to proceed with this Task at a **Firm / Fixed / LoL** (delete as appropriate) Price of £ (ex-VAT), in accordance with the following agreed Payment Plan.

Milestone:	Price:	Claimed Upon:

All other Terms and Conditions of the Contract remain unchanged.

This Task is placed under Schedule of Requirements line item

The Purchase Order (PO) number for this Task is

**Electronically Signed** (Name and post):

**Date:**

\*Tasking Distribution list can be added here

**PART 4 – TASK COMPLETION**

**a. Notification of completion of Task** (to be completed by the Contractor)

All work on this Task is complete and all deliverables have been dispatched.

I hereby notify the Authority that the above Task was completed on

**Electronically Signed** (Name and post):  
On behalf of (Contractor)

**Date:**

---

**b. Confirmation of completion of Task** (to be completed by the Authority Requirement Owner)

I confirm that all work on the above Task has been completed to the satisfaction of DT.

I confirm that the completion date for this Task was , and that the approved payments can be made to the Contractor.

**Electronically Signed** (Name and post):

**Date:**  
(Copy to: DT – Commercial)

**Schedule 19 - Ministry of Defence****CONTRACT DATA REQUIREMENT**

<b>1. ITT/Contract Number</b>	<b>2. CDR Number</b>	<b>3. Data Category</b>	<b>4. Contract Delivery Date</b>
707614450	1	Design, Product Definition, and Manufacturing and Interface Information.	31 <sup>st</sup> October 2025
<b>5. Equipment/Subsystem Description</b>		<b>6. General Description of Data Deliverable</b>	
EDBA is a self-contained open circuit compressed air breathing apparatus with a full-face mask. EDBA is required to be used for firefighting activities, and Chemical, Biological, Radiological, Nuclear, Damage Control (CBRNDC) activities.		<ul style="list-style-type: none"> <li>Configuration Status Record (CSR) which shall include (but not be limited to), all items as specified within DEF-STAN 05-57 excluding Software.</li> <li>Further deliverables may be agreed between both parties during the life of the contract.</li> </ul>	
<b>7. Purpose for which data is required</b>		<b>8. Intellectual Property Rights</b>	
The Data Deliverable will be used for the purposes included in DEFCON 15 clauses 4a, 4b, 4c, 4d, 4e, 4f, and 4g.		<b>a. Applicable DEFCONs</b>  DEFCON 15  DEFCON 21  <b>b. Special IP Conditions</b>  None	
<b>9. Update/Further Submission Requirements</b>			
<b>10. Medium of Delivery</b>		<b>11. Number of Copies</b>	

**Schedule 20 - Ministry of Defence****CONTRACT DATA REQUIREMENT**

1. ITT/Contract Number	2. CDR Number	3. Data Category	4. Contract Delivery Date
707614450	2	Operation, Maintenance, Repair, and Replacement Information.	31 <sup>st</sup> October 2025
5. Equipment/Subsystem Description		6. General Description of Data Deliverable	
EDBA is a self-contained open circuit compressed air breathing apparatus with a full-face mask. EDBA is required to be used for firefighting activities, and Chemical, Biological, Radiological, Nuclear, Damage Control (CBRNDC) activities.		<p>Technical Information Data Pack as specified under the Technical Information definition within DEF-STAN 00-600 including (but not limited to):</p> <ul style="list-style-type: none"> <li>• Operating Instructions;</li> <li>• Inspection Procedures;</li> <li>• Level 1, 2, and 3 Repair and Maintenance Procedures;</li> <li>• Fault and Repair Records and Log Cards;</li> <li>• Part Numbers, NATO Stock Numbers (NSNs) and CAGE codes; and</li> <li>• Repair and Maintenance turnaround time records.</li> </ul> <p>The Technical Information Data Pack shall be of sufficient detail and quality to enable the Authority to (either by itself or, by a third party on its behalf) safely: integrate, operate, diagnose, maintain, repair, support and dispose of a Platform, System, or Equipment (PSE) throughout its life.</p>	
7. Purpose for which data is required		8. Intellectual Property Rights	
The Data Deliverable will be used for the purposes included in DEFCON 16 clauses 4a, 4b, 4c, 4d, and 4e		<p><b>a. Applicable DEFCONs</b></p> <p><b>DEFCON 16</b></p> <p><b>DEFCON 21</b></p> <p><b>b. Special IP Conditions</b></p> <p>None</p>	
9. Update/Further Submission Requirements			



Updates to be delivered within thirty (30) Business Days of an agreed amendment unless otherwise agreed in the Contract.

**10. Medium of Delivery**

**11. Number of Copies**

Electronic (format .docx)

1





**Schedule 21 - DEFFORM 532**

**Personal Data Particulars**

**DEFFORM 532**

Edn 10/19

In relation to Contract 707614450

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>[REDACTED]</p> <p>Spruce 3C, MoD Abbey Wood South, Bristol, BS34 8JH</p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>Scott Health &amp; Safety Limited</p> <p>Pimbo Road</p> <p>West Pimbo</p> <p>Skelmersdale</p> <p>Lancashire</p> <p>WN8 9RA</p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>DE&amp;S staff, [REDACTED]</p> <p>[REDACTED] staff (including volunteers, agents, and temporary workers) customers / clients, suppliers</p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>Name, work address, work phone number, work email address</p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>Not Applicable</p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the Contract are as follows:</p>

	Execution of the Contract.
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>The Contractor may use Personal Data to enable stakeholder management, including co-ordination of meetings and day-to-day correspondence related to execution of the Contract. This may consist of collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available of data, required for execution of the Contract.</p>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>(1) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and</p> <p>(2) regularly assessing and evaluating the effectiveness of the such measures adopted by it.</p>
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p>The Personal Data shall be retained until the Contract is closed or terminated, or until the time at which the individual is no longer involved in the Contract. All Personal Data will be destroyed following closure or termination of the Contract.</p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: Contract commencement.</p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

## Schedule 22 – Security Aspects Letter



Ministry  
of Defence

de&s

**Date of Issue:** 6<sup>th</sup> December 2024  
**Salvage and Marine Operations**

[Redacted]  
Project Security Officer

[Redacted]  
Defence Equipment & Support

SALMO Team

Ash 2A #3212

MOD Abbey Wood

Bristol

BS34 8JH

**For the attention of:**

**Facility Security Controller  
Scott Health & Safety Limited,  
Pimbo Road,  
West Pimbo,  
Skelmersdale,  
WN8 9RA**

**DCPP RAR: 240507A02  
DCPP Rating: N/A  
DPIA Ref: P332009**

**ITN/CONTRACT NUMBER & TITLE: 707614450 - In Service Support of Extended  
Duration Breathing Apparatus (EDBA)**

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITN that constitute classified material.

2. Aspects that constitute classified material, including UK OFFICIAL-SENSITIVE for the purpose of DEFCON 660, are specified below. These aspects must be fully safeguarded. The enclosed "Security Conditions" outlines the minimum measures required to safeguard UK OFFICIAL SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Nomenclature and/or existence of project	OFFICIAL
Equipment publications – BR (Book of Reference)	OFFICIAL SENSITIVE
Equipment drawings	OFFICIAL
Total number of equipment's	OFFICIAL SENSITIVE
Statement of work	OFFICIAL SENSITIVE
Statement of requirements	OFFICIAL SENSITIVE
Contract pricing schedules	OFFICIAL SENSITIVE

3. You are required to complete a Supplier Assurance Questionnaire (SAQ) against the Defence Cyber Protection Partnership (DCPP) Risk Assessment Reference (RAR). Please use the attached SAQ Form and return to: [REDACTED]

4. Measures must be taken to safeguard classified information and assets in accordance with applicable national laws and regulations. Your attention is drawn to the requirements of the Security Conditions. You should take all reasonable steps to make sure that all individuals employed on any work in connection with the ITN that have access to classified information and assets are aware of the protective requirements and that such requirements will continue to apply should the ITN be unsuccessful.

5. Will you please confirm that:

a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.

6. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

7. Classified Information associated with this ITN must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

8. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

[REDACTED]

Copy via email to:

[REDACTED]

**Annexes:**

- A. Acceptance of SALMO Security Aspects Letter (SAL)
- B. OFFICIAL SENSITIVE Security Condition for UK Contracts.

**ANNEX A TO SAL: ITN/CONTRACT NUMBER & TITLE: 707614450 - In Service Support of Extended Duration Breathing Apparatus (EDBA)**

**FOA:**

Facility Security Controller  
Scott Health & Safety Limited,  
Pimbo Road,  
West Pimbo,  
Skelmersdale,  
WN8 9RA

**ACCEPTANCE OF SALMO SECURITY ASPECTS LETTER (SAL)**

Receipt of the above **SAL 707614450 - In Service Support of Extended Duration Breathing Apparatus (EDBA)** dated **6<sup>th</sup> December 2024** is acknowledged and understood.

On behalf of the Contractor, I confirm that:

- a. The SAL is understood and all personnel (as defined within the contract) who require access to Government Identifiable Information have been briefed on the security requirements in this SAL, and meet the security and access requirements, including 'need to know', clearance and nationality.
- b. The definitions of OFFICIAL-SENSITIVE Matter of the above contract, and all the security requirements in this SAL, have been brought to the attention of the person directly responsible for the security of this contract. This will include supplying suitable cascaded SALs and references to subcontractors,
- c. Individual need to know and access requirements in relation to DELIVERABLE, are strictly role-based, and therefore automatically rescinded on job change or departure and procedures will be taken to maintain this requirement.
- d. All conditions and requirements in this SAL will be complied with.

Signed: 

Date: ...24<sup>th</sup> January 2025

Name: 

Job Title: Director



**Annex B to SAL: 707614450 - In Service Support of Extended Duration Breathing Apparatus (EDBA)**

**UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS**  
**Issued 15 April 2024**

**Purpose**

1. This document provides guidance for Defence Suppliers where classified material provided to or generated by the Defence Supplier is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: [REDACTED]).

**Definitions**

2. The term "Authority" for the purposes of this Annex means the UK MOD Contracting Authority.

1. The term "Classified Material" for the purposes of this Annex means classified information and assets.

**Security Grading**

2. The SENSITIVE marking is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Defence Supplier, or which is to be developed by it, under this Contract. The Defence Supplier shall mark all UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading. The Defence Supplier is not required to mark documents graded UK OFFICIAL unless they are transmitted overseas or generated by a Defence Supplier based outside the UK in a third-party country.

**Security Conditions**

3. The Defence Supplier shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Defence Supplier shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

4. Where a Defence Supplier is based outside the UK in a third-party country the national rules and regulations of the third-party country take precedence over these conditions only if the third-party country has an extant bilateral security agreement or arrangement with the UK.

5. The Authority shall state the data retention periods to allow the Defence Supplier to produce a data management policy.

6. If you are a Defence Supplier located in the UK, your attention is also drawn to the provisions of the Official Secrets Act 1989 and the National Security Act 2023.

[REDACTED]

## **Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material**

7. The Defence Supplier shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Defence Supplier shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

8. Once the Contract has been awarded, where the Defence Supplier is required to store or process UK MOD classified information electronically, they shall comply with the requirements specified in ISNs, Defence Condition 658 and Defence Standard 05-138. Details can be found at the links below:

<https://www.gov.uk/government/publications/industry-security-notice-isns>

<https://www.dstan.mod.uk/toolset/05/138/000003000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

9. All UK classified material including documents, media and other assets shall be physically secured to prevent unauthorised access. When not in use UK classified material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be controlled.

10. Disclosure of UK classified material shall be strictly controlled in accordance with the "need to know" principle. Except with the written consent of the Authority, the Defence Supplier shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Defence Supplier or Subcontractor.

11. Except with the consent in writing of the Authority the Defence Supplier shall not make use of the Contract or any classified material issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 9 above, the Defence Supplier shall not make use of any article or part thereof similar to the articles for any other purpose.

12. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Defence Supplier from using any specifications, plans, drawings and other documents generated outside of this Contract.

13. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 39.



## **Access**

14. Access to UK classified material shall be confined to those individuals who have a “need-to-know”, have been made aware of the requirement to protect the material and whose access is essential for the purpose of their duties.

15. The Defence Supplier shall ensure that all individuals requiring access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Defence Supplier; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/714002/HMG\\_Baseline\\_Personnel\\_Security\\_Standard\\_-\\_May\\_2018.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf)

## **Hard Copy Distribution**

16. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed internally and externally of Defence Supplier premises. To maintain confidentiality, integrity and availability, distribution shall be controlled such that access to documents is only by authorised personnel. They may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

17. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

## **Electronic Communication and Telephony and Facsimile Services**

18. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation and CPA scheme are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

19. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the information.

20. UK OFFICIAL and UK OFFICIAL-SENSITIVE information may be discussed verbally on corporate telephones and other corporate electronic devices with persons located both within the country of the Defence Supplier and overseas. UK OFFICIAL-SENSITIVE information should only be discussed where there is a strong business need to do so.

21. UK OFFICIAL information may be faxed to recipients located both within the country of the Defence Supplier and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

### **Use of Information Systems**

22. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

23. The Defence Supplier should ensure 10 Steps to Cyber Security (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

24. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL and UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

(1) Up-to-date lists of authorised users.

(2) Positive identification of all users at the start of each processing session

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “strong” using an appropriate method to achieve this, e.g., including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g., point

to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 20 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1) The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2) For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

(3) The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this, then the equipment must be protected by physical means when not in use i.e., locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1) Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g., viruses and power supply variations),
- (2) Defined Business Contingency Plan,
- (3) Data backup with local storage,
- (4) Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5) Operating systems, applications and firmware should be supported,
- (6) Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “Logon Banner” will be provided to summarise the requirements for access to a system which may be needed to institute

legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be: “Unauthorised access to this computer system may constitute a criminal offence”.

- i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.
- j. Internet Connections. Computer systems must not be connected direct to the Internet or “un-trusted” systems unless protected by a firewall (a software based personal firewall is the minimum, but risk assessment and management must be used to identify whether this is sufficient).
- k. Disposal. Before IT storage media (e.g., disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

### **Portable Electronic Devices**

25. Portable Electronic Devices holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 20 above.

26. Unencrypted Portable Electronic Device and drives containing personal data are not to be taken outside of secure sites<sup>1</sup>. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g., memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable Electronic Devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the Portable Electronic Device is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

### **Loss and Incident Reporting**

29. The Defence Supplier shall immediately report any loss or otherwise compromise of any Defence Related Classified Material to the Authority. The term Defence Related Classified Material includes any information or asset that has been given a security classification by the UK MOD. The term also includes classified information and assets held by UK Defence Suppliers which are owned by a third party e.g., NATO or another country for which the UK MOD is responsible.

30. In addition, any loss or otherwise compromise of Defence Related Classified Material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the UK MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Defence

---

<sup>1</sup> Secure Sites are defined as either Government premises or a secured office on the Defence Supplier premises.

Supplier concerned. The UK MOD Defence Industry WARP will also advise the Defence Supplier what further action is required to be undertaken.

UK MOD Defence Industry WARP Contact Details

Email: [DefenceWARP@mod.gov.uk](mailto:DefenceWARP@mod.gov.uk) (OFFICIAL with no NTK restrictions)

RLI Email: [defencewarp@modnet.r.mil.uk](mailto:defencewarp@modnet.r.mil.uk) (MULTIUSER)

Telephone (Office hours): +44 (0) 3001 583 640

Mail: Defence Industry WARP, DE&S PSyA Office

MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

31. Reporting instructions for any security incidents involving Defence Related Classified Material can be found in the Incident Reporting Industry Security Notice at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

### **Subcontracts**

32. Where the Defence Supplier wishes to subcontract any elements of a Contract to Subcontractors within its own country or to Subcontractors located in the UK such subcontracts will be notified to the Authority. The Defence Supplier shall ensure that these Security Conditions are incorporated within the subcontract document.

33. The prior approval of the Authority shall be obtained should the Defence Supplier wish to subcontract any UK OFFICIAL-SENSITIVE elements of the Contract to a Subcontractor facility located in another (third party) country. The first page of MOD Form 1686 (F1686) is to be used for seeking such approval. The MOD Form 1686 can be found in the “Subcontracting or Collaborating on Classified MOD Programmes ISN” at the link below:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

34. If the subcontract is approved, the Defence Supplier shall flow down the Security Conditions in line with paragraph 34 above to the Subcontractor. Defence Suppliers located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

## **Physical Destruction**

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when the classified material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Defence Supplier to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE classified material which cannot be destroyed in such a way shall be returned to the Authority.

## **Private Venture Activities**

36. Private Venture (PV) funded (i.e., non-MOD funded) defence related projects and technology fall within one of the following three categories:

- a. Variants. Variants of standard defence equipment under research, development or in production, e.g., aircraft, military vehicles or ships, etc. with non-standard equipment or fitments, offered to meet special customer requirements or to avoid security or commercial difficulties associated with the sale of an item in-Service with UK Armed Forces.
- b. Derivatives. Equipment for military or civil use that is not based on standard Service designs but is dependent upon expertise or technology acquired in the course of defence contracts.
- c. Freelance. Equipment of defence importance that is in no way based on information gained from defence contracts.

37. UK Defence Suppliers shall ensure that any PV activity that falls into one of the above categories has been formally security graded by the MOD Directorate of Security and Resilience. Please see PV guidance on the following website further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

## **Publicity Material**

38. Defence Suppliers wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Defence Supplier's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government.

39. For UK Defence Suppliers where the exhibition assets relate to multiple Delivery Teams or for Private Venture defence related classified material where there is no defined Delivery Team, the Defence Supplier shall request clearance for exhibition from the Directorate of

Security and Resilience. See the MOD Exhibition Guidance on the following website for further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

### **Export sales/promotion**

40. The MOD Form 680 (F680) security procedure enables MOD to control when, how, and if defence related classified material is released by UK Defence Suppliers to foreign entities for the purposes of promotion or sales of equipment or services. Before undertaking any targeted promotion or demonstration or entering into any contractual commitments involving the sale or release of defence equipment, information or technology classified UK OFFICIAL-SENSITIVE or above to a foreign entity, a UK Defence Supplier shall obtain F680 approval from the Export Control Joint Unit (ECJU) MOD Team. This includes assets classified UK OFFICIAL-SENSITIVE or above either developed to meet a UK MOD requirement or Private Venture (PV) equipment, as formally advised in a Security Aspects Letter (SAL) issued by the relevant Authority, or PV Security Grading issued by the MOD Directorate of Security and Resilience. Guidance regarding the F680 procedure issued by ECJU can be found at:

<https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-guidance>

41. If a Defence Supplier has received an approval to subcontract, under an MOD Form 1686 (F1686), for development/production of parts of an equipment, that approval also permits the production of additional quantities for supply to an export customer, when the Defence Supplier has MOD Form 680 approval for supply of the complete equipment, as long as:

- a. they are identical, except for component obsolescence, to items produced under the UK programme that the approval to subcontract relates to; and
- b. no additional OFFICIAL-SENSITIVE or above material is required to be released to the overseas Subcontractor.

### **Interpretation/Guidance**

42. Advice regarding the interpretation of the above requirements should be sought from the Authority.

43. Further requirements, advice and guidance for the protection of UK classified material at the level of UK OFFICIAL and UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

## **Audit**

Where considered necessary by the Authority the Defence Supplier shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Defence Supplier's processes and facilities by representatives of the Defence Supplier's National/Designated Security Authorities or the Authority to ensure compliance with these requirements.



## Schedule 23 - TUPE

### TRANSFER REGULATIONS EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

#### 1. DEFINITIONS

1.1 In this Schedule 24, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

**"Data protection legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection 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 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

**"Employee Liability Information"** has the same meaning as in Regulation 11(2) of the Transfer Regulations;

**"Employing Sub-Contractor"** means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

**"New Provider"** means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

**"Relevant Transfer"** means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

**"Transfer Date"** means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

**"Transferring Employee"** means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant

part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

**"Transfer Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

## 2. **EMPLOYMENT**

### 2.1 **Information on Re-tender, Partial Termination, Termination or Expiry**

2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 24 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 24 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;

- (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 24 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.
- 2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 24 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
  - (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
  - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
  - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 24.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 24 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

## 2.2 Obligations in Respect of Transferring Employees

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
  - (a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
  - (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

## 2.3 Unexpected Transferring Employees

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:
  - (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
  - (b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who

will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and

- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
  - (i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
  - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
  - (iii) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
    - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
    - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
    - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
  - (iv) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
  - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and
  - (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

## 2.4 **Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority or a New Provider or any sub-contractor of a New Provider on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

## 2.5 **Contracts (Rights of Third Parties) Act 1999**

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

## 2.6 **General**

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 24 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

## Appendix 1

### **CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 2.1.1(b) of this Schedule 24, the following information will be provided:
  - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
  - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
  - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
  - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
  - a) Age (not date of Birth);
  - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
  - c) Length of current period of continuous employment (in years, months) and notice entitlement;
  - d) Weekly conditioned hours of attendance (gross);
  - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
  - f) Pension Scheme Membership;
  - g) Pension and redundancy liability information;
  - h) Annual Salary;
  - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
  - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
  - k) Regular/recurring allowances;
  - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);



3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

## Appendix 2

### PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

#### Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 24, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:
  - 1.1 **Personal, Employment and Career**
    - a) Age;
    - b) Security Vetting Clearance;
    - c) Job title;
    - d) Work location;
    - e) Conditioned hours of work;
    - f) Employment Status;
    - g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
    - h) Details of training or sponsorship commitments;
    - i) Standard Annual leave entitlement and current leave year entitlement and record;
    - j) Annual leave reckonable service date;
    - k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
    - l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
    - m) Issue of Uniform/Protective Clothing;
    - n) Working Time Directive opt-out forms; and
    - o) Date from which the latest period of continuous employment began.

## 1.2 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

## 1.3 **Medical**

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

## 1.4 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

## 1.5 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;

- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

## **Part B**

### **1.6 Information to be provided 28 days prior to the Transfer Date:**

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

**PART C**

**1.7 Information to be provided within 14 days following a Transfer Date:**

**1.7.1 Performance Appraisal**

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

**Superannuation and Pay**

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;

**Schedule 24 – DEFFORM 565 – Supply Chain Resilience and Risk Mapping**

Schedule 24 is attached as a separate document:  
*[20250626\_EDBA\_707614450\_Schedule 24\_DEFFORM 565-OSC]*



Ministry  
of Defence

## DEFFORM 565 - Supply Chain Resilience Intelligence Performance Tool (SCRIPT) Template

1. This DEFFORM is to facilitate Industry's response to DEFCON 565 by providing supply chain information to populate the MOD's Supply Chain Resilience Intelligence Performance Tool (SCRIPT).

2. This is the starting point for MODs investment into and understanding of the Defence Supply Chain. To achieve success, we need to assess the Supply Chain through an optimum volume of tiers. Using a number of health metrics, we will automate risk alerts within the visible supply chain thereafter working jointly with Industry partners to support mitigation activity prior to impact.

### 3. MANDATED SUBMISSIONS

In accordance with DEFCON 565, Contractors are required to populate the following tabs of this spreadsheet, inputting N/A (not applicable) where the information is not available or NK where it is not known:

- a. Prime
- b. Tier\_1\_Subcon(s)
- c. Tier\_2\_Subcon(s) - Where Tier 2 data is not known, enter NK in columns M-O on the Tier 1 tab, and leave Tier 2 tab blank.

### 4. OPTIONAL PROVISION

Submission of further data within these tiers is positively encouraged. The greater the sharing of supply chain information, the more effective insights we will jointly be able to achieve.

- a. Tier\_3\_Subcon(s)-Optional
- b. Tier\_4\_Subcon(s)-Optional

5. Completed DEFFORM 565s should be returned to your Authority designated Commercial Officer, who will review and then submit the completed form to the SCRIPT

6. You should contact your Authority designated Commercial Officer with any queries.

### 7. Industry Access to SCRIPT

SCRIPT will be available for Prime Contractor use alongside your MOD counterparts to ensure mutual benefit from this shared information. Controlled access, to your submitted Supply Chain only, within SCRIPT, can be given to an Industry contract lead if a supply chain has been shared. If this is of interest please contact the SCRIPT team on submission of your completed DEFFORM 565 to discuss the terms of use and steps to gain access.

**Schedule 24 - DEFFORM 565 - Supply Chain Resilience Intelligence Performance Tool (SCRIPT) Template**



**Ministry  
of Defence**

**DEFFORM 565 - Supply Chain  
Resilience Intelligence Performance  
Tool (SCRIPT) Template**

1. This DEFFORM is to facilitate Industry's response to DEFCON 565 by providing supply chain information to populate the MOD's Supply Chain Resilience Intelligence Performance Tool (SCRIPT).

2. This is the starting point for MODs investment into and understanding of the Defence Supply Chain. To achieve success, we need to assess the Supply Chain through an optimum volume of tiers. Using a number of health metrics, we will automate risk alerts within the visible supply chain thereafter working jointly with Industry partners to support mitigation activity prior to impact.

**3. MANDATED SUBMISSIONS**

In accordance with DEFCON 565, Contractors are required to populate the following tabs of this spreadsheet, inputting N/A (not applicable) where the information is not available or NK where it is not known:

- a. Prime
- b. Tier\_1\_Subcon(s)
- c. Tier\_2\_Subcon(s) - Where Tier 2 data is not known, enter NK in columns M-O on the Tier 1 tab, and leave Tier 2 tab blank.

**4. OPTIONAL PROVISION**

Submission of further data within these tiers is positively encouraged. The greater the sharing of supply chain information, the more effective insights we will jointly be able to achieve.

- a. Tier\_3\_Subcon(s)-Optional
- b. Tier\_4\_Subcon(s)-Optional

5. Completed DEFFORM 565s should be returned to your Authority designated Commercial Officer, who will review and then submit the completed form to the SCRIPT team.

6. You should contact your Authority designated Commercial Officer with any queries.

**7. Industry Access to SCRIPT**

SCRIPT will be available for Prime Contractor use alongside your MOD counterparts to ensure mutual benefit from this shared information. Controlled access, to your submitted Supply Chain only, within SCRIPT, can be given to an Industry contract lead if a supply chain has been shared. If this is of interest please contact the SCRIPT team on submission of your completed DEFFORM 565 to discuss the terms of use and steps to gain access.



**Supply Chain Mapping Data Capture**

Project Name:	
Prime Supplier name:	
Prime Contact name:	
Telephone number:	
Email:	
Date Of Submission	
Number of suppliers in chain:	

**How to complete this template.**

Please complete each of the Green Tabs

Help tips in the form of Notes are included within certain column headers for assistance.

Please do not leave fields blank. Instead, please enter N/A or N/K.

Please contact your Authority designated Commercial Officer with any queries.

Where DEFCON 565 mandates data to Tier 2, we welcome sharing of any additional Tiers enabling greater shared insights, risk alerts and joint benefits through data sharing.

Where you have no Tier 1 and/or Tier 2 suppliers, please confirm this in your response to your Authority designated Commercial Officer.

Supplier Details									Contribution To Programme					
Supplier Name	Address Line 1	Address Line 2	Town	City	Post/Zip Code	Country	Supplier National Registration Number (SRN)	DUNS number	Tier	Description of the goods or services delivered by this supplier for the programme	Manufacturer/Distributor	Previous Tier Supplier Name	Previous Tier Supplier SRN	Previous Tier in the Supply Chain
Joe Bloggs	A building	A street	A town	A city	POSTCODE	UK	00001	1	P	Widgets	Manufacturer	N/A	N/A	N/A

Supplier Details									Contribution To Programme					
Supplier Name	Address Line 1	Address Line 2	Town	City	Post/Zip Code	Country	Supplier National Registration Number (SRN)	DUNS number	Tier	Description of the goods or services delivered by this supplier for the programme	Manufacturer / Distributor	Previous Tier Supplier Name	Previous Tier Supplier SRN	Previous Tier in the Supply Chain
Jane Doe	A building	A street	A town	A city	POSTCODE	UK	0002	1	1	Part of widget	Manufacturer	Joe Bloggs	00001	P

Supplier Details									Contribution To Programme					
Supplier Name	Address Line 1	Address Line 2	Town	City	Post/Zip Code	Country	Supplier National Registration Number (SRN)	DUNS number	Tier	Description of the goods or services delivered by this supplier for the programme	Manufacturer/Distributor	Previous Tier Supplier Name	Previous Tier Supplier SRN	Previous Tier in the Supply Chain
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2	N/A		N/A	N/A	1

Supplier Details									Contribution To Programme					
Supplier Name	Address Line 1	Address Line 2	Town	City	Post/Zip Code	Country	Supplier National Registration Number (SRN)	DUNS number	Tier	Description of the goods or services delivered by this supplier for the programme	Manufacturer/Distributor	Previous Tier Supplier Name	Previous Tier Supplier SRN	Previous Tier in the Supply Chain
<div>3</div> <div>2</div>														

Supplier Details									Contribution To Programme					
Supplier Name	Address Line 1	Address Line 2	Town	City	Post/Zip Code	Country	Supplier National Registration Number (SRN)	DUNS number	Tier	Description of the goods or services delivered by this supplier for the programme	Manufacturer/Distributor	Previous Tier Supplier Name	Previous Tier Supplier SRN	Previous Tier in the Supply Chain
4														
3														

**Schedule 25 - DEFFORM 528 - Import and Export Controls****GUIDANCE FOR COMPLETION OF DEFFORM 528**

**For the purposes of this form no prioritisation of importance is implied in the ordering of the following sections.**

For the purposes of this form “**Materiel**” means any Materiel (including hardware, information, software and/or services) which is regulated by any Export Control Regulations (e.g. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), etc.).

For the purposes of this form “**Data**” means the information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled articles. This includes information in the form of blueprints, drawings, plans, instructions, diagrams, photographs, etc. It may take forms such as models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape, or read-only memories.

For the purposes of this form “**Service**” means the intangible products such as training, technical support or provision of expertise.

For the purposes of this form “**Part Number**” means the part number of the Materiel that is being supplied under the Contract.

**PAGE 1**

1a - 1f Provide full correspondence name and address of the supplying organisation.

**PAGE 2****SECTION 1**

For the purposes of this section of the form, each line item of Materiel listed should be at the level that is or will be managed and transacted within the MOD inventory system.

1a to 1i Identify to the best of your knowledge and belief the part number and NATO or National Stock Number (NSN), Manufacturer Name & Address, CAGE/NCAGE Code (NATO Commercial & Government Entity Code identifier), Country of Origin and Security Classification (Security Policy Framework on Gov.uk).

**SECTION 2 - Complete this section if the Materiel is subject to US Trade Controls Regulations**

2a Indicate whether the Materiel includes US components, parts, accessories, attachments, systems, software, content or is based on, or derived from or manufactured pursuant to, export controlled technology, defence services or software.

2b - 2c Enter whether the Materiel exported / transferred is listed on US Munitions List (USML) and if so provide the USML Category Number. This information is covered under defense articles 22 U.S.C. 2778 of the Arms Export Control Act (§120.6), technical data (§120.10), software (120.45(f)) and defense services (§120.9). (Guidance is available on the US Directorate of Defense Trade Controls website at <http://www.pmddtc.state.gov>).

For MOD personnel MOD Policy and Guidance on the application of the ITAR regulations within the MOD can be found in JSP 248 or further support, advice and guidance can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

For Contractor personnel, they should contact their Business Export Compliance Teams for further guidance.

2d Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

2e - 2f Enter whether the Materiel exported / transferred is listed on the Commerce Control List (CCL) and if so provide the Export Control Classification Number (ECCN) listed on the CCL – EAR Part 774, including Materiel that falls into the catch-all categories in the CCL (guidance is available on the Bureau of Industry and Security, US Department of Commerce website at <http://www.bis.doc.gov>). Further support, advice and guidance of the application of the EAR regulations within the MOD can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

2g Indicate whether the Materiel being supplied under EAR is authorised for export to the UK.

2h Details of the EAR Exceptions used.

**SECTION 3 - Complete this section if the Materiel is subject to other countries Trade Controls Regulations**

3a Indicate whether the Materiel being supplied is not of UK or USA origin, or is it based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

3b Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

**SECTION 4 - Complete this section if the Materiel is subject to UK Trade Controls Regulations**

- 4a Indicate whether the Materiel being supplied is derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software for Military use.
- 4b - 4c Indicate whether the Materiel is listed on the UK Munitions List (UKML) and provide the reference UKML Number .
- 4d 4e Indicate whether the Materiel being supplied is listed of the UK/EU Dual Use List and if so provide the reference Dual Use Number.
- 4f Indicate whether the Materiel or Service being supplied is listed as 'No Authorisation Required'.

**SECTION 5 - Complete this section if there is an End-Use / End-User Certificate requirement**

- 5a - 5c Indicate whether the Materiel being supplied requires an End-User Certification or Transfer Authority and if so (or being obtained) include copies to the extent available to you.

**PAGE 2 - Cell reference descriptors**

- 2a - Does the Materiel originate in USA or contain any US sourced article or technology or have any US Person content contribution, including software?
- 2b - USML Listed?
- 2c - USML Category Number:
- 2d - If answered Yes to 2a and 2b, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset):
- 2e - CCL Listed?
- 2f - CCL ECCN:
- 2g - If answered Yes to 2e is a export authorisation required to export the Materiel to the UK?
- 2h - Exceptions used:
- 3a - For Materiel not of UK or USA origin, is an export authorisation required to move the Materiel to the U.K. from the country of origin?
- 3b - If answered Yes to 3a, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset).
- 4a - Is the Materiel designed or modified for military use?
- 4b - UKML Listed?
- 4c - UKML category number:
- 4d - Is the Materiel UK/EU Dual Use Listed?
- 4e - UK/EU Dual Use Number:
- 4f - Is your product rated as "No authorisation Required"?
- 5a - For Materiel to be provided by a Contractor to MOD - Is an End-User Certificate required? If Yes MOD to provide.
- 5b - For Materiel to be provided by MOD to a Contractor - Is re-transfer authority required? If Yes MOD to obtain and the Contractor to provide all reasonable assistance (e.g. DSP-83, TAA).
- 5c - If answered Yes to 5a or 5b, please provide end-use certificate or re-transfer authority reference(s), confirmation it is held or the duration to obtain it and provide a copy of the authorisation held to the extent available to you (for each asset).

DEFFORM 528 Edn 02/21



<b>Import and Export Control Information</b>
--

Contract No.	
--------------	--

1a: Supplier Name	
1b: Address	
1c: City/State	
1d: Post/Zip Code	
1e: Country	
1f: CAGE/NCAGE	

UK OFFICIAL

UK OFFICIAL

The recipient of the Materiel will require the information below for each item of Materiel supplied . Please record the information for all Contractor Deliverables. Assistance to complete the form will be provided by text prompts in certain cells and can also be found on the Guidance for Completion of Form page. Please use one row per Contractor Deliverable.

Please sign declaration on third tab and return with submission										US Trade Controls Applicable								Other Country Trade Controls Applicable		UK Trade Controls Applicable						End Use Certificate if required yes, attach			
Line item	Product Name 1a	Description 1b	Part Number 1c	NSN Part Number 1d	Manufacturer 1e	Address 1f	CAGE/NCAGE 1g	Country of Origin 1h	Security Classification 1i	2a	2b	2c	2d	2e	2f	2g	2h	3a	3b	4a	4b	4c	4d	4e	4f	5a	5b	5c	Line item
1																													1
2																													2
3																													3
4																													4
5																													5
6																													6
7																													7
8																													8
9																													9
10																													10

**Declaration**

**I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.**

Printed name	
Position or Job Title Held in Company / MOD	
Address	
E-Mail	
Telephone number	
Signed (Duly authorised person)	
Date of signature	

***Please print off this Declaration Sheet and provide a signed copy with your Tender submission***

**Schedule 25 – DEFFORM 528 – Import and Export Controls**

Schedule 25 is attached as a separate document:  
*[20250626\_EDBA\_707614450\_Schedule 25\_DEFFORM 528-OSC]*

## Schedule 26 – Government Furnished Asset (GFA) Register

The Contractor shall observe any instructions from the Authority regarding the use of any GFA issued for the purposes of this Contract, including the restoration of GFA back to the Authority, if so required by the Authority's Project Manager.

GFA shall be managed in accordance with DEFCONs 611(SC2) and 694(SC2), and the process detailed at Condition 46.16 to the Contract.

The following table lists all items of GFA which may be issued under this Contract and on what loan terms they can be held.

\* denotes potential CWI's to be issued by the Authority.

NSN	Part Number	Description	Quantity	Location	Date required by Contractor	Date of return to the Authority	Loan Item Definition
4240998821829	7001113	Breathing Apparatus, Self-Contained EDBA (Medium and Large face piece)				End of contract	*
8120998112885	1045943	Cylinder Assembly				End of contract	*

## Schedule 27 – Statement Relating to Good Standing

**Contract Title:** Extended Duration Breathing Apparatus (EDBA) In-service Support

**Contract Number:** 707614450

1. We confirm, to the best of our knowledge and belief, that **Scott Health and Safety Ltd** including their directors or any other person who has powers of representation, decision or control of **Scott Health and Safety Ltd** have not been convicted of any of the following offences within the past 5 years:

- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*;
- d. the offence of bribery;
- e. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010;
- f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- g. money laundering within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007\*;
- h. terrorist offences or offences link to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;
- i. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- j. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- k. Any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any part of the United Kingdom or Gibraltar.

\*including amendments to the legislation

2. **Scott Health and Safety Ltd** further confirms to the best of our knowledge and belief that they:

- a. being an individual, are a person in respect of whom a debt relief order has not been made, are not bankrupt or have not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against them or have not made any composition or arrangement with or for the benefit of their creditors or have not made any conveyance or assignment for the benefit of their creditors or do not appear unable to pay or to have no reasonable prospect of being able to pay, a debt

within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland have not granted a trust deed for creditors or become otherwise apparently insolvent, or are not the subject of a petition presented for sequestration of their estate, or are not the subject of any similar procedure under the law of any other state;

b. being a partnership constituted under Scots law, have not granted a trust deed or become otherwise apparently insolvent, or are not the subject of a petition presented for sequestration of their estate;

c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 have not passed a resolution or are not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or are not the subject of similar procedures under the law of any other state;

d. have not been convicted of a criminal offence relating to the conduct of their business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;

e. have not committed an act of grave misconduct in the course of their business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;

f. have not been told by a contracting authority, that the Potential Provider does not possess the reliability necessary to exclude risks to the security of the United Kingdom\*;

g. have fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar;

h. have fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar.

\* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

3. **Scott Health and Safety Ltd** confirms they hold a Quality Management System certification to ISO:9001 2015 or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body<sup>1</sup>

4. **Scott Health and Safety Ltd** confirms they, or any part(s) of their intended supply chain is / are not 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.<sup>2</sup>


<sup>1</sup> Candidate Note: Where the candidate proposes to deliver the requirement in whole or in part by reliance on the capacities of other entities, whether as part of a formal consortium or otherwise, the candidate must ensure that each entity can provide certification, from the right issuing body, of compliance with the required QMS standard in respect of the scope of the work that the candidate proposes that entity will fulfil.

<sup>2</sup> Candidate Note: this does not include companies:

- a. registered in the UK or in a country with which the UK has a relevant international agreement which affords reciprocal rights of access in the relevant field of public procurement; and / or
- b. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement which affords reciprocal rights of access in the relevant field of public procurement.





I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.	
<b>Organisation's name</b>	Scott Health and Safety Ltd
<b>Signed</b> <b>(By Director of the Organisation or equivalent)</b>	
<b>Name</b>	
<b>Position</b>	Director
<b>Date</b>	18 <sup>th</sup> December 2024

