*DF47ST Edn 09/21*

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| Attn: Howard Passey | Our Reference: 705370454 |
|  Fire Protection Association  |  |
|  | Date: 21th November 2022 |
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Dear Howard,

705370454 – Provision of Four Additional Leaflets for JSP 426

 With reference to the abovementioned ITN, we are pleased to attach Contract no. 704558451 which I have signed.

Yours faithfully

Simon Bratchell

Simon Bratchell

Air Commercial Procure Senior Officer 2

**Standardised Contracting Terms**

**SC1A**

(Edn 09/22)

**1 Definitions - In the Contract:**

**Article** means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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

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

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

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

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

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

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

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

**Mixture** means a mixture or solution composed of two or more substances;

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

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

**Sensitive Information** means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

**2 General**

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

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

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

(1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

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

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

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

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

**3 Application of Conditions**

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

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

**4 Disclosure of Information**

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

**5 Transparency**

a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

(1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including Sensitive Information;

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

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

**6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party’s representative, and to the address set out in the purchase order;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is the recipient’s Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient’s time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient’s time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

**7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

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

**Notification of Intellectual Property Rights (IPR)** Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

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

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

**8 Supply of Contractor Deliverables and Quality Assurance**

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor’s skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

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

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

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

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and

(2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH Article 31 compliant Safety Data Sheet (SDS);

(3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request in accordance with UK REACH Article 31(3); and

(4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply in accordance with UK REACH Article 33.

c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:

(1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and

(2 if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(1) activity; and

(2) the substance and form (including any isotope).

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

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 17 (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 17.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

**10 Delivery / Collection**

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

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

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

**11 Marking of Contractor Deliverables**

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

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

**13 Progress Monitoring, Meetings and Reports**

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

**14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

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

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

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

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

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

**15 Dispute Resolution**

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

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

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

**16 Termination for Corrupt Gifts**

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

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

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

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

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

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

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

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

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

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

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

**17 Material Breach**

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

**18 Insolvency**

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

**19 Limitation of Contractor’s Liability**

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

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

(1) for:

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

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

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

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

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

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

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

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

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

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

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

**General Conditions**

**Third Party IPR Authorisation**

AUTHORISATIONBY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

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

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

 DEFCON 90 (Edn 06/21) Copyright

DEFCON 76 (Edn 06/21) Contractor Personnel at Government Establishments

DEFCON 127 (Edn. 08/21) - Price Fixing Condition for Contracts of Lesser Value

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

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

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

DEFCON 537 (Edn. 12/21) - Rights of Third Parties

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

DEFCON 532A (SC1) (Edn. 05/21) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 602B (Edn. 12/06) No Deliverable Quality Plan is required.

DEFCON 611 (Edn 06/21) Issued Property

DEFCON 694 (Edn 07/21) Accounting for Property of the Authority

**PURCHASE ORDER**

**SC1A PO**

**(Edn09/22)**

**Contract No:**    705370454

**Contract Name:**   Provision of Four Additional Leaflets for JSP 426

**Dated:**    7 November 2022

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

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| **Contractor** | **Quality Assurance Requirement (Clause 8)** |
| Name: Fire Protection Association     Registered Address: London Road, Moreton in Marsh,Gloucestershire, GL56 0RH |  |

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| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| **Name:**     Address:      | Select method of transport of DeliverablesTo be Delivered by the Contractor [Special Instructions]     To be Collected by the Authority [Special Instructions]     Each consignment of the Deliverables shall be accompanied by a delivery note. |

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| **Progress Meetings (Clause 13)** | **Progress Reports (Clause 13)** |
| The Contractor shall be required to attend the following meetings:Subject:      Frequency:      Location:       | The Contractor is required to submit the following Reports:Subject:      Frequency:      Method of Delivery:      Delivery Address:       |

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

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| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>(Registration is required). <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing><https://www.dstan.mod.uk/>(Registration is required).The MOD Forms and Documentation referred to in the Conditions are available free of charge from:Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)Applications via email: Leidos-FormsPublications@teamleidos.mod.ukIf you require this document in a different format (i.e. in a larger font) please contact the Authority’s Representative (Commercial Officer), detailed below. | A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor’s statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:(1) Hard copies to be sent to:Hazardous Stores Information System (HSIS)Spruce 2C, #1260MOD Abbey Wood (South)Bristol, BS34 8JH(2) Emails to be sent to:b. DESTECH-QSEPEnv-HSISMulti@mod.gov.ukSDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team |

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| **Contractor’s Sensitive Information (Clause 5). Not to be published.**This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information. |
| Description of Contractor’s Sensitive Information:N/A |
| Cross reference to location of Sensitive Information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if Applicable):  |
| Contact Details for Transparency / Freedom of Information matters:Name: Howard PasseyPosition: Director of Operations Address: Fire Protection Association, London Road, Moreton in Marsh, Gloucestershire, GL56 0RHTelephone Number: 016088 12500E-mail Address: hpassey@thefpa.co.uk |
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| **Offer and Acceptance** |
| A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for       days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).Name (Block Capitals): HOWARD PASSEYPosition: DIRECTOR OF OPERATIONSFor and on behalf of the ContractorAuthorised Signatory Date:  | B) AcceptanceName (Block Capitals):Position:For and on behalf of the AuthorityAuthorised Signatory SJ BratchellDate:21 November 2022 |
| **C) Effective Date of Contract:**    21 November 2022   |

**SCHEDULE OF REQUIREMENTS - The Provision of Four Additional Leaflets for JSP 426**

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| **Milestone/Stage Payments** *(Expand table as appropriate)* |  | **FIRM PRICE £k (ex VAT)** |
| **Milestone/Stage No** | **Key Deliverable** |  |
| 1 | Producing the leaflet on Single Living Accommodation within 2-3 months of contract Start, in accordance with SOR Line B.1 | **£** |
| 2 | Produce Building Regulations (BR38) / Fire Strategies within 3-4 months of Contract Start date, in accordance with SOR Line item B.2  | **£** |
| 3 | Produce Resilience (Fire Resilience Risk assessment (FRRA)) within 4-5 months of Contract start date, in accordance 4-5 months of Contract start date. In accordance with SOR Line item B.3 | **£** |
| 4 |  Producing leaflet on Aerodrome Task Resource Analysis (TRA) within 6 months of Contract start date, in accordance with SOR Line item B.4. | **£** |
| **TOTAL CONTRACT VALUE**  | **£36,698.00** |

**DEFFORM 111**

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: Simon Bratchell

Address: Air Commercial, 3 Site, RAF High Wycombe, Bucks, HP14 4UE

Email: Simon.bratchell643@mod.gov.uk        ((

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

Name: Michael Cochrane

Address

Email:                 ((

**3. Packaging Design Authority** Organisation & point of contact:

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

((

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

**Branch/Name:**

((

**(b) U.I.N.**

**5. Drawings/Specifications are available from**

**6. Intentionally Blank**

**7. Quality Assurance Representative:**

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk>[/index.html](file:///C%3A%5Cu07%5Cappmprod%5Clog%5CC%3A.html%C2%BF) [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].

**8. Public Accounting Authority**

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

(( 44 (0) 161 233 5397

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

(( 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows:

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

(( 0151-242-2000 Fax: 0151-242-2809

**Website is:** [https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** Leidos-FormsPublications@teamleidos.mod.uk

**\* NOTE**

**1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

**Statement of Requirement**

**The Provision of Four Additional Leaflets for JSP 426**

| Ref | Requirement |
| --- | --- |
| **A** | **General Requirements** |
|  |  |
| **A.1** | **Scope of Requirement** |
| A.1.a | Defence Fire and Rescue (DFR) have an urgent operational requirement to develop a consolidated Defence Fire Safety (FS) publication providing a ‘one stop shop’ for the provision of fire safety advice and guidance for all stakeholders across the Defence Estate, ensuring compliance with Legislation and Defence policy regulations are maintained.  |
|  |  |
| **A.2** | **Definitions** |
| A.2.a | In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence. |
|  | Definition | Interpretation |
|  | Contractor’s Personal Use | Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor’s Personnel which is contrary to the MOD’s interests is considered personal use. |
|  | Contractor’s Personnel | Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor’s Personnel. |
|  | Designated Officer | The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract. |
|  |  |
| **A.3** | **Abbreviations and Acronyms** |
| A.3.a | In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used. |
|  | Abbreviation or Acronym | Interpretation |
|  | AOC | Air Officer Commanding |
|  | DFRDO | Defence Fire and RescueDesignated Officer |
|  | FPAFSPMOD | The Fire Protection AssociationFire Safety PractitionerMinistry of Defence |
|  | OC | Officer Commanding |
|  | RAF | Royal Air Force |
|  | SC | Security Check |
|  | SMESoRSQEP | Subject Matter ExpertsStatement of RequirementSuitable Qualified Experienced Person |
|  |  |
| **A.4** | **References** |
| A.4.a | In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications. |
|  | Reference |  |  |
|  | Health and Safety at Work ActThe Regulatory Reform (Fire Safety) Order 2005 |  |  |
|  | Fire (Scotland) Act 2005, Fire Safety (Scotland) Regulations 2006Fire and Rescue Services (Northern Ireland) Order 2006Fire Safety Regulations (Northern Ireland) 2010Related British StandardsBuilding Regulations 2010 (England and associated regulations in devolved administrations). JSP426 Pt 1&2, AC 60737DIO Information Notices Defence Guidance PublicationsDSA 01, 02, 03 Fire SafetyNational Fire Protection Association (NFPA)Other British and European fire safety specificationsThe Dangerous Substances and Explosives Atmospheres Regulations 2002 (DSEAR)Government Approved Code of Practice (ACOP)Other Government and industry standards |  |  |
|  |  |
| **A.5** | **Processes and Related Taskings** |
| A.5.a | The requirement is to develop a single authoritative Defence Fire Safety (FS) document ensuring that effective management arrangements are in place, complying with Legislative and Defence policy, drawing together all existing FS policy, advice, and guidance from obsolete publications across Defence. The Defence publication will inform TLBs and the Accountable Person (Responsible Person in law) managing the reduction of risk with wide ranging and complex defence activities across the World, both in peacetime and during conflict. |
|  |  |
| **A.6** | **Site** |
| A.6.a | The Site for the delivery of all services will be held at the Fire Protection Association London Road, Moreton-in-Marsh, Gloucestershire, GL56 0RH. The Fire Protection Association have a dedicated workspace for the project where the technical resource can be hosted.  |
|  |  |
| **A.7** | **Security** |
| A.7.a | The Contractor is to ensure that all of the Contractor’s Personnel have *Security Check (SC)* clearance. Where the Contractor’s Personnel does not have *SC* clearance that individual will not be allowed access to MOD facilities or data. |
| A.7.b | All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed *OFFICIAL-SENSITIVE* in nature. |
| A.7.c | All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018. |
|  |  |
|  |  |
| **A.8** | **Site Access** |
| A.8.a | *Access requirements are defined in A.6.* |
|  |  |
| **A.9** | **Safety and Environmental Provisions** |
| A.9.a | When on the Site the Contractor is to comply with all MOD Safety, Health and Environmental Protection regulations and policy. |
|  |  |
|  |  |
| **A.10** | **Hours of Operation and Times of Delivery** |
| A.10.a | For the delivery of services these will be delivery and held at the Fire Protection Association London Road, Moreton-in-Marsh, Gloucestershire, GL56 0RH. Work hours for the project will be from 0800-1900 Monday to Friday. |
|  |  |
|  |  |
| **A.11** | **Quality Assurance** |
| A.11.a | According to the product or scope of the work to be carried out, the Contractor shall meet the requirements of DEFCON 602B *(Edn 12/06)* - Quality Assurance without Quality Plan |
|  |  |
|  | See attached SQARC document. |
|  |  |
| **A.12** | **Contract Monitoring** |
| A.12.a | For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract. |
| A.12.b | The Contractor is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Contractor. The Contractor is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Contractor, this however does not exclude sub-contractors or other agents working on behalf of the Contractor from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so. |
| A.12.c | If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution. |
|  |  |
| **A.13** | **Government Furnished Assets** |
|  |  |
| A.13.a | The Contractor will be furnished with the pieces of Government Furnished Assets (GFA) as detailed at Annex A to this SoR. |
| A.13.b | The Contractor is to report to the Designated Officer any failures of GFA at the first instance for repair or replacement, as appropriate. |
|  |  |
| **A.14** | **Personnel Qualification Requirements and Training** |
|  |  |
|  |  |
| A.14.a | The Contractor’s Personnel require the qualifications detailed at Annex B. |
| A.14.b | The Contractor is responsible for the sourcing of the appropriate training for the Contractor’s Personnel unless otherwise noted at Annex B. Where the MOD is delivering the training then the Contractor and Contractor’s Personnel are to quote the Contract Reference Number and relevant Commercial Officer when booking any training for verification of the validity of training need under the Contract. |
| A.14.c | The Contractor is responsible for all costs for training of the Contractor’s Personnel in order to meet their obligations under the Contract unless otherwise noted at Annex B. |
|  |  |

|  |  |
| --- | --- |
| **B** | **Deliverable Requirements** |
| Ref | Requirement | Additional Information | Quantity | Standard of Performance |
|  |  |  |  |  |
| B.1 | The contractor must develop and produce a single authoritative Defence Fire Safety (FS) leaflet capturing Defence capability in the form of a JSP 426 leaflet, by producing the leaflet on Single Living Accommodation. | The contractor shall have an in-depth knowledge of Health and Safety at Work and all associated government, fire sector and industry standards with the following:The Regulatory Reform (Fire Safety) Order 2005, Fire (Scotland) Act 2005, Fire Safety (Scotland) Regulations 2006, Fire and Rescue Services (Northern Ireland) Order 2006, Fire Safety Regulations (Northern Ireland) 2010 and other applicable fire safety legislation. Associated British guidance and standards with comprehensive experience of their implementation across a wide range of occupancy types. Building Regulations 2010 (England and associated regulations in devolved administrations). Associated approved documents, technical handbooks and guidance with comprehensive experience of their implementation across a wide range of occupancy types.  | N/A | The delivery of this leaflets by theFire Protection Association have fully met their current contract obligations (performance, quality and time) from the original Defence FS publication (JSP 426) business case. This should be completed 2-3 months after contract start date.  |
|  |  |  |  |  |
| B.2 | The contractor must develop and produce a single authoritative Defence Fire Safety (FS) leaflet capturing Defence capability in the form of JSP 426 leaflet, by producing the leaflet on Building Regulations (BR38) / Fire Strategies. | The contractor shall have a comprehensive knowledge of infrastructure, operations and fire safety arrangements across the Defence estate, fire sector and associated environments with the following: Fire Safety Act 2021 and Building Safety Act 2022 and other pending legislation and guidance.TLB fire safety Fire Safety Management Policy and Fire Safety Management Systems. Fire prevention, fire protection and fire response provision across the Defence estate and all key stakeholders.  | N/A | All personnel provided by the contractor are to be SQEP to undertake the specific element and analysis to deliver the required leaflet. The Fire Protection Association have fully met their current contract obligations (performance, quality and time) from the original Defence FS publication (JSP 426) business case.. This should be completed 3-4 months after contract start date. |
| B.3 | The contractor must develop and produce a single authoritative Defence Fire Safety (FS) leaflet, capturing Defence’s capability in the form of a JSP 426 and leaflets, by producing leaflet on Resilience (Fire Resilience Risk assessment (FRRA)). | The contractor shall have in-depth knowledge of current Defence Resilience and Business Continuity publications with the following covered: Fire Safety Act 2021 and Building Safety Act 2022 and other pending legislation and guidance.TLB fire safety Fire Safety Management Policy and Fire Safety Management Systems. Fire prevention, fire protection and fire response provision across the Defence estate and all key stakeholders. JSP440, JSP 503 and any related DSA resilience documents | N/A | All personnel provided by the contractor are to be SQEP to undertake the specific element and analysis to deliver the required leaflet. The Fire Protection Association have fully met their current contract obligations (performance, quality and time) from the original Defence FS publication (JSP 426) business case. This should be completed 4-5 months after contract start date.  |
| B.4 | The contractor must develop and produce a single authoritative Defence Fire Safety (FS) leaflet capturing Defence capability in the form of a JSP 426 and leaflets, by producing leaflet on Aerodrome Task Resource Analysis (TRA).  | The contractor shall have an in-depth knowledge of DSA 02 Defence Aerodrome Rescue and Fire Fighting Regulations, International Civil Aviation Organisation (ICAO) and other industry associated documents.  | N/A | All personnel provided by the contractor are to be SQEP to undertake the specific element and analysis to deliver the required leaflet. The Fire Protection Association have fully met their current contract obligations (performance, quality and time) from the original Defence FS publication (JSP 426) business case. This should be completed within 6 months after contract start date.  |

**Annex A**

**Government Furnished Assets (GFA)**

|  | **Government Furnished Equipment (GFE)** | **Government Furnished Information (GFI)** | **Government Furnished Resources (GFR)** | **Government Furnished Facilities (GFF)** |
| --- | --- | --- | --- | --- |
| **Description** | No equipment to be provided. | The MoD (DFR HQ) will provide access to all obsolete and current Defence fire safety publications. | The MoD (DFR HQ) will provide access to Defence Subject Matter Experts where required. | The MoD (DFR HQ) will provide access to the Defence estate where appropriate (this will be reviewed regularly, dependant on COVID-19 and Government direction, where possible utilising otherforms of communication (Email, Skype, Video conferencing and telephone).  |
| **Quantity** | N/A | All documents will be open-source documents such as JSP’s, DIO information notices, guidance publications and single service documents.  | DFR to provide access to a Fire safety practitioner for the duration of the contract on an ad hoc basis. | N/A |
| **Terms of Loan** | N/A | All open-source documents. | DFR to provide access to a Fire safety practitioner for the duration of the contract on an ad hoc basis. | The site allocated for the delivery of all services will be held at the Fire Protection Association London Road, Moreton-in-Marsh, Gloucestershire, GL56 0RH. |
| **Task** | N/A | DFR are responsible for providing Defence document. | DFR to provide access to a Fire safety practitioner for the duration of the contract on an ad hoc basis. | The Fire Protection Association have a dedicated workspace for the project where the technical resource can be hosted. |
| **Date of Supply and Return** | N/A | As required and agreed for each leaflet. | As required and agreed for each leaflet. | This will be when required on an ad hoc basis. |
| **Location of Supply** | N/A | As required and agreed for each leaflet. | DFR to provide access to a Fire safety practitioner for the duration of the contract on an adhoc basis, as required and agreed for each leaflet. | The Fire Protection Association have a dedicated workspace for the project where the technical resource can be hosted. |
| **Reporting** | N/A | As required and agreed for each leaflet. | As required and agreed for each leaflet. | As required and agreed for each leaflet. |
| **Maintenance Responsibilities** | N/A | DFR are responsible for providing Defence document. | DFR will be responsible for any maintenance responsibilities. | N/A |
| **Replacement Responsibilities** | N/A | N/A | N/A | N/A |
| **Responsibility for Delivery / Collection** | N/A | DFR are responsible for providing Defence document. | N/A | N/A |
| **Packaging Issues** | N/A | Only open-source documents to be provided. | N/A | N/A |
| **Disposal Arrangements** | N/A | Electronic documents only used | N/A | N/A |
| **Warranties** | N/A | N/A | N/A | N/A |
| **Force Majeure / Relief / Compensation** | N/A | The Fire Protection Association have a large Team of suitably qualified and experience personnel for any unforeseeable circumstances. | The Fire Protection Association have a large Team of suitably qualified and experience personnel for any unforeseeable circumstances. | The Fire Protection Association have a large Team of suitably qualified and experience personnel for any unforeseeable circumstances. |