

ANNEX E - ADDITIONAL CONDITIONS

1. Gainshare

1.1 Both Parties acknowledge that there is an agreed baseline for the Firm prices agreed under this Tasking Form, as set out in the Schedule of Requirements within the Tasking Form, and that changes to that baseline which lead to cost reductions will represent a Gainshare proposal.

1.2 The Gainshare Framework Agreement at Annex F to this Tasking Form details the possible, but not exclusive, areas for which the Authority and the Contractor shall work together to realise potential opportunities for increased efficiency and savings under the Contract.

1.3 All savings achieved, as a result of the Gainshare Framework Agreement at Annex F of this Tasking Form, shall be shared on an agreed basis between both parties, subject to the following:

1.3.1 any non-recurring costs incurred during investigation and subsequent implementation of any agreed Gainshare arrangement shall be offset against the agreed savings prior to the sharing of savings apportionment; and

1.3.2 any non-recurring costs incurred during investigating a proposed Gainshare, which has been approved by the Authority but at a later date it is agreed not to pursue for a reason listed in the Framework Agreement, shall be allowed as a genuine charge to the Contract. No profit shall be permitted to be claimed when recovering non-recurring costs under the Gainshare proposal.

1.4 Any successful Gainshare Opportunities shall be implemented by formal amendment to the Tasking Form following agreement by the Authority and the Contractor.

1.5 The Contractor shall, where appropriate, flow down the principles of Gainshare in his Contracts with sub-contractors and suppliers used in the performance of this.

2. Project Management

2.1 Formal Project Review Meetings between the Contractor and the Authority shall be held biannually from the commencement date of the Contract up to completion. The Authority and the Contractor shall use all reasonable endeavours to ensure attendance of their nominated representatives at the aforesaid meetings. The Project Review Meetings shall be organised by the Contractor's nominated PM in conjunction with the Authority's nominated PM and the agenda shall mirror the content of the Progress Report.

2.2 The Contractor shall ensure that the agenda for the Project Review Meetings are to include Risk Reviews.

2.3 Project Review Meetings shall be recorded by the Contractor and a draft record of decisions and actions shall be delivered by the contractor to the Authority's PM for approval within five Working Days of the meeting. The Authority's PM shall review and propose any amendments to the record within five Working Days of receipt from the Contractor. The Contractor shall agree all reasonable amendments proposed by the Authority. The Authority and the Contractor shall work together to ensure that an approved record of the meeting is issued to all meeting attendees and other interested parties no later than fifteen Working days from the date of the meeting held.

3. Acceptance

3.1 In addition to the provisions of DEFCON 525 the following Clauses shall apply to acceptance under this Contract.

3.2 Acceptance of the vehicles shall be based on being tested by using GTF Software.

3.3 The Contractor shall undertake as many iterations as required to resolve any issues shown to lie with the vehicle modelling undertaken by the Contractor.

3.4 For a vehicle to be included in the formal WSD issue as a permanent vehicle, full acceptance will be required from the users that the vehicle has been fully validated.

4. Exit/Termination

4.1 On exit or termination the Contractor is to provide to the Authority:

4.1.1 All relevant support documentation and hardware;

4.1.2 All Ministry holdings;

4.1.3 All reports, software, etc, produced over the period of the Contract; and

4.1.4 All supporting information relating to the WSD.

4.2 In addition to the remedies for Exit/Termination set out in the Framework agreement, the Authority reserves the right to exit/terminate the contract if the Authority believes that the Contractor is not continuing to deliver Value for Money.

5. Limit of Liability

[REDACTED]

[REDACTED]