



# **DRAFT CONTRACT TERMS AND CONDITIONS**

**[Subject to Contract]**



Dated **[insert date]**

20[xx]

**THE SECRETARY OF STATE FOR DEFENCE (1)**

**AND**

**[TO BE UPDATED BY THE AUTHORITY PRIOR TO CONTRACT AWARD] (2)**

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**C17CSAE Delivery Team**

**Contract**

**Reference No: C17CSAE/708156451**

**for**

**Provision of Parachute Packing and Maintenance in the UK**

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**Schedules of Contract**

Schedule A	-	Definitions
Schedule B	-	Transition
Schedule C	-	Anchor Milestones
Schedule D	-	Specification
Schedule E	-	Contractor Service Management Plan
Schedule F	-	Assets
Schedule G	-	Contractor Deliverables
Schedule H	-	Management Plans
Schedule I	-	Non-Core Services Order Form
Schedule J	-	Additional Work Request Template
Schedule K	-	Index of Non-Core Services and Additional Work
Schedule L	-	Required Insurances
Schedule M	-	Cyber Security Implementation Plan (if required)
Schedule N	-	Performance Management
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Schedule P	-	Charges and Payment
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Schedule R	-	Security Aspects Letter
Schedule S	-	Business Continuity and Disaster Recovery
Schedule T	-	Not Used
Schedule U	-	Sensitive Information
Schedule V	-	Transfer Regulations
Schedule W	-	Exit Management

THIS CONTRACT is dated

[insert date]

202[●]

## PARTIES

- (1) **THE SECRETARY OF STATE FOR DEFENCE** at Ministry of Defence, Whitehall, London SW1A 2HB (the "**Authority**"); and
- (2) [●], a company registered in [●] with company registration number [●], whose registered office is at [●] (the "**Contractor**").

## BACKGROUND

- (A) The Authority advertised this Contract (as defined in Schedule A (Definitions)) in the Find a Tender Service (national registration number: 2023/S 000-030988) , and on the Defence Sourcing Portal, on 20<sup>th</sup> October 2023 and issued an Invitation to Negotiate (as defined in Clause A.2 (Definitions and Interpretations)) in connection with this Contract on or around 23<sup>rd</sup> July 2024.
- (B) Following a competitive procurement under the Defence and Security Public Contracts Regulations 2011, the Authority now wishes to engage the Contractor to provide a Parachute Packing and Maintenance Service in accordance with, and subject to, the agreed terms of this Contract.

## AGREED TERMS

### SECTION A. PRELIMINARIES

#### A.1. DEFENCE CONDITIONS (DEFCONS)

A.1.1. The following DEFCONS shall apply:

DEFCON 501 (Edn 10/21) Definitions and Interpretation

#### A.2. DEFINITIONS AND INTERPRETATION

A.2.1. In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule A (Definitions) or the relevant Schedule in which that capitalised expression appears.

A.2.2. In this Contract, unless the context otherwise requires:

A.2.2.1. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

A.2.2.2. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

A.2.2.3. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

A.2.2.4. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

A.2.2.5. unless otherwise provided, references to Sections, Clauses and Schedules are references to the Sections, Clauses and Schedules of these Contract terms and conditions and unless otherwise provided, references to paragraphs, Parts, Annexes and Appendices are references to the paragraphs, Parts, Annexes and Appendices of the Contract Schedules; and

A.2.2.6. references to this Contract are references to this Contract as amended from time to time.

A.2.3. Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Contractor shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.



A.2.4. The Schedules and their Annexes form part of this Contract.

A.2.5. In entering into this Contract the Authority is acting as part of the Crown.

**A.3. PRECEDENCE**

A.3.1. The following condition is in place of the order of precedence listed with Clause 1.e of DEFCON 501. If there is any conflict or ambiguity, the order of precedence for this Contract and the documents attached to or referred to in this Contract are as follows:

A.3.1.1. first DEFCON 537 (Edn 12/21) – Rights of Third Parties;

A.3.1.2. then second the Clauses of these terms and conditions and Schedule A (Definitions);

A.3.1.3. then third the remaining DEFCONs referred to in this Contract;

A.3.1.4. then fourth Schedule D (Specification) and its Annexes;

A.3.1.5. then fifth Schedule B (Transition);

A.3.1.6. then sixth Schedule C (Anchor Milestones);

A.3.1.7. then seventh Schedule P (Charges and Payment);

A.3.1.8. then eighth Schedule E (Contractor Service Management Plan); and

A.3.1.9. then ninth all other Schedules and their Annexes,

and, in the event that the conflict cannot be resolved in accordance with the order of precedence set out in this Clause A.3.1, then the decision of the Authority upon the matter shall be final and conclusive.

**A.4. WARRANTIES**

A.4.1. The Contractor represents and warrants that:

A.4.1.1. it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation and has the corporate power to own its assets and to carry on its business as it is now being conducted;

A.4.1.2. it has full capacity and authority to enter into and to perform this Contract;

A.4.1.3. this Contract is executed by its duly authorised representative;

A.4.1.4. it has all Necessary Consents and regulatory approvals to enter into this Contract;

A.4.1.5. no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the

knowledge of the Contractor (having made all due enquiry), pending or threatened against it or any of its assets which shall or might have a material adverse effect on the ability of the Contractor to perform its obligations under this Contract;

- A.4.1.6. its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it, the memorandum and articles of association of the Contractor, any order or decree of any court or arbitrator which is binding on the Contractor or any obligation which is binding upon the Contractor or upon any of its assets or revenues and will not cause or result in a default under any contract by which it is bound;
- A.4.1.7. its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- A.4.1.8. all written statements and representations in any written submissions made by the Contractor as part of the procurement process, including without limitation its response to the PQQ and Invitation to Negotiate (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Contractor has otherwise disclosed to the Authority in writing prior to the date of this Contract;
- A.4.1.9. it has notified the Authority in writing of any Occasion of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- A.4.1.10. it has all necessary rights in and to the Third Party IPRs, the Contractor Background IPRs and any other materials made available by the Contractor (and/or any Sub-Contractor) to the Authority which are necessary for the performance of the Contractor's obligations under this Contract and/or the receipt of the Services by the Authority;
- A.4.1.11. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- A.4.1.12. in entering into this Contract it has not committed any Prohibited Act;

- A.4.1.13. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- A.4.1.14. within the 12 months prior to the date of this Contract, no Financial Distress Events have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist; and
- A.4.1.15. all personnel engaged by the Contractor in the provisions of the Services are vetted in accordance with Good Industry Practice and the Security Requirements.
- A.4.2. The representations and warranties set out in Clause A.4.1 shall be deemed to be repeated by the Contractor on the Effective Date (if later than the date of signature of this Contract) and the Operational Service Commencement Date by reference to the facts then existing.
- A.4.3. Each of the representations and warranties set out in Clause A.4.1 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- A.4.4. If at any time the Contractor becomes aware that a representation or warranty given by it under Clause A.4.1 has been breached, is untrue or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.
- A.4.5. For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Contractor.
- A.4.6. Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

**SECTION B. THE SERVICES****B.1. DEFENCE CONDITIONS (DEFCONS)**

B.1.1. The following DEFCONS shall apply:

- B.1.1.1. DEFCON 023 (Edn 06/21) – Special Jigs, Tooling and Test Equipment.
- B.1.1.2. DEFCON 68 (Edn 10/22) - Supply of Hazard Data for Articles, Materials and Substances.
- B.1.1.3. DEFCON 507 (Edn 07/21) – Delivery.
- B.1.1.4. DEFCON 528 (Edn 10/23) – Import and Export Licences.
- B.1.1.5. DEFCON 602A (Edn 04/23) – Quality Assurance (with Deliverable Quality Plan).
- B.1.1.6. DEFCON 604 (Edn 06/14) – Progress Reports.
- B.1.1.7. DEFCON 621B (Edn 10/04) – Transport (if the Contractor is responsible for transport).
- B.1.1.8. DEFCON 624 (Edn 08/22) - Use of Asbestos
- B.1.1.9. DEFCON 627 (Edn 04/24) – Quality Assurance – Requirement for a Certificate of Conformity.
- B.1.1.10. DEFCON 642 (Edn 07/21) – Progress Meetings.
- B.1.1.11. DEFCON 644 (4 (Edn 07/18) - Marking of Articles.
- B.1.1.12. DEFCON 691 (Edn 03/15) - Timber And Wood-Derived Products.

**B.2. DURATION**

- B.2.1. This Contract shall come into force on the Effective Date and shall terminate automatically without notice on the Initial Expiry Date unless:
- B.2.1.1. extended in accordance with Clause B.2.2 ; or
  - B.2.1.2. terminated at an earlier date by operation of Law or in accordance with DEFCON 656B (Termination for Convenience (Contracts over £5M)).
- B.2.2. The Authority may, by giving the Contractor not less than three (3) Months' written notice prior to the Initial Expiry Date, issue an Extension Period, provided that the total duration of all such Extension Period(s) does not extend the duration of this Contract beyond midnight on 31<sup>st</sup> March 2031.

- B.2.3. If the Authority serves a written notice in accordance with Clause B.2.2 above, the Contractor shall continue to provide the Services for the period stated in the notice(s) on the terms and conditions of this Contract.

**B.3. NOT USED**

**B.4. ANCHOR MILESTONES**

- B.4.1. The Parties shall comply with the provisions of Schedule C (Anchor Milestones) in relation to the Contractor's Achievement of the Anchor Milestones by its respective date, and the process to review and confirm such Achievement.
- B.4.2. If the Contractor fails to Achieve the Initial Operating Capability Anchor Milestone by the date set out in paragraph 2.1.1 (Anchor Milestones) of Schedule C (Anchor Milestones) such failure shall constitute a Contractor Default and the Authority shall be entitled to terminate this Contract in accordance with Clause J.2 (Termination for Contractor Default).

**B.5. THE SERVICES**

**Commencement and provision of Transition Services**

- B.5.1. The Parties shall comply with the provisions of Schedule B (Transition) in relation to the Authority Approving the Final Transition Plan.
- B.5.2. The Contractor shall provide the Transition Services during the Transition Period stated in the Final Transition Plan.

**Commencement and Provision of the Operational Services**

- B.5.3. The Contractor shall provide the Operational Services from (and including) the date on which the Authority confirms the Contractor has Achieved the Initial Operating Capability Anchor Milestone, such date to be set out in the Anchor Milestone Certificate issued by the Authority in accordance with paragraph 4.1.3 of Schedule C (Anchor Milestones), the ("**Operational Service Commencement Date**").
- B.5.4. The Contractor shall perform the Services in accordance with Schedule D (Specification) and Schedule E (Contractor Service Management Plan) and subject to the Assumptions listed in Schedule Q (Assumptions and Authority Dependencies).
- B.5.5. The Contractor shall continue to provide the Operational Services until the expiry or earlier termination of this Contract.

**Standard of Services**

- B.5.6. The Contractor shall:

- B.5.6.1. ensure that the Services comply in all respects with the Final Transition Plan, Schedule D (Specification), Schedule E (Contractor Service Management Plan), Schedule G (Contractor Deliverables), and in accordance with the provisions of this Contract;
- B.5.6.2. perform its obligations under this Contract in accordance with the following (without limitation):
  - B.5.6.2.1. all applicable Law, including Health and Safety Legislation;
  - B.5.6.2.2. Good Industry Practice;
  - B.5.6.2.3. the Standards; and
  - B.5.6.2.4. all Necessary Consents.
- B.5.7. If the Contractor becomes aware of any inconsistency between the requirements of Clause B.5.6 (Standard of Services), the Contractor shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Contractor with which requirement the Contractor shall comply.

**Contractor undertakings**

- B.5.8. The Contractor shall:
  - B.5.8.1. allocate sufficient resources at all times in compliance with Clause F.2 (Contractor Personnel) and to satisfy the requirements of the Specification;
  - B.5.8.2. perform the Services in a manner that is not injurious to health and does not cause a nuisance or damage to property;
  - B.5.8.3. ensure that it acts at all times in such a manner as not to detract from or damage the image and reputation of the Authority;
  - B.5.8.4. save to the extent that obtaining and maintaining the same are Authority Dependencies, obtain, and maintain throughout the Term, all Necessary Consents;
  - B.5.8.5. ensure that the Contractor's assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing by the Authority);
  - B.5.8.6. minimise any disruption to the Services and/or the Authority's operations when carrying out its obligations under this Contract;

- B.5.8.7. ensure that any Contractor Deliverables and training provided by the Contractor to the Authority are comprehensive, accurate and prepared in accordance with Good Industry Practice; and
  - B.5.8.8. notify the Authority in writing immediately, but in any event within five (5) Business Days, of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract.
- B.5.9. Without prejudice to any other rights and remedies of the Authority howsoever arising, the Contractor shall:
- B.5.9.1. remedy any breach of its obligations in Clause B.5.8 (Contractor Undertakings) within five (5) Business Days of becoming aware of the breach or being notified of the breach by the Authority or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred); and
  - B.5.9.2. meet all the costs of, and incidental to, the performance of any such remedial work,
- and any failure of the Contractor to comply with its obligations under this Clause B.5.8 within the specified or agreed timeframe shall constitute a Default.
- B.5.10. The Contractor shall ensure on a continuing basis that, at all times, its maintenance and operating procedures are sufficient to ensure that the Services are continuously available.
- B.5.11. The Contractor shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding:
- B.5.11.1. the existence of an unresolved Dispute; and/or
  - B.5.11.2. any failure by the Authority to pay any Charges.

**Notification of non-compliance**

- B.5.12. The Contractor shall immediately notify the Authority in writing if the Contractor becomes aware of any allegation of non-compliance with any Law from time to time by itself or any Sub-Contractor in relation to this Contract.
- B.5.13. If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of this Contract or differ in any way from those requirements and this is other than as a result of a Default by the Authority, the Contractor shall at its own expense re-Schedule and carry out the Services in accordance with the requirements of this Contract within such reasonable time as may be specified by the Authority.

**Business Continuity and Disaster Recovery Plan**

- B.5.14. The Parties shall comply with the provisions of Schedule S (Business Continuity and Disaster Recovery) in relation to agreeing, amending, testing and the invocation of the BCDR Plan. The Contractor shall deliver this in accordance with Schedule G (Contractor Deliverables).

**B.6. NON-CORE SERVICES**

- B.6.1. If the Authority requires the Contractor to provide Non-Core Services, the Authority shall complete the Non-Core Services Order Form set out in Schedule I (Non-Core Services Order Form) and issue such completed Non-Core Services Order Form to the Contractor.
- B.6.2. The Contractor shall provide Non-Core Services Approved by the Authority pursuant to Clause B.6.1 upon receipt of the Non-Core Services Order Form or in accordance with the Authority's directions stated therein.
- B.6.3. The Non-Core Service Charges payable upon completion of the Non-Core Service are specified in Table 5 (Non-Core Services) of Annex 1 (Service Charges Tables) of Schedule P (Charges and Payment).
- B.6.4. The Authority shall periodically update and maintain the index of Non-Core Services set out in Schedule K (Index of Non-Core Services and Additional Work).

**B.7. ADDITIONAL WORK**

- B.7.1. If the Authority requires the Contractor to provide Additional Work, the Authority shall complete Part 1 of the Additional Work Request Template set out in Schedule J (Additional Work Request Template) and issue the Additional Work Request Template to the Contractor.
- B.7.2. The Contractor shall, within ten (10) Business Days of the date on the completed Additional Work Request Template (or such other time period determined by the Authority):
- B.7.2.1. complete Part 2 of the template;
  - B.7.2.2. calculate its Charges for such Additional Work in accordance with Schedule P (Charges and Payment);
  - B.7.2.3. provide the Authority with supporting information in order to verify the reasonableness of the Charges being claimed within Part 2, such information must include:



- B.7.2.3.1. a Work Breakdown Structure (WBS), representing a hierarchical breakdown of the work packages / activities that need to be performed to deliver the required Contractor Deliverables. When completed, the WBS should provide detail proportionate to the value and complexity of the requirement covered by the Additional Work;
- B.7.2.3.2. a cost breakdown that clearly indicates the way in which the proposed costs for the work described in the proposal have been derived. The cost breakdown must be constructed so that the Authority can understand the relationship between the Contractor's estimated costs and the Work Breakdown Structure;
- B.7.2.3.3. the direct costs associated with each work package. In this respect, a direct cost is one that can be completely attributed to the delivery of the work package concerned, including materials costs, labour costs, Sub-Contract costs, and other direct costs;
- B.7.2.3.4. the direct labour hours used to estimate the cost of each work package, indicating the hourly rate applied;
- B.7.2.3.5. any risk contingencies associated with each work package, which must be quantified and substantiated. Where risk contingencies are proposed, the Contractor must conduct a detailed risk assessment covering: planned work schedule, technical performance, cost and commercial risks, together with a risk register with risk analysis, and the risk analysis rationale;
- B.7.2.3.6. details of any historic / recorded costs used to inform the development of the costs estimate supported by the rationale for any adjustments that may have been applied to the data to reflect changing circumstances. Where no adjustments have been made, the Contractor must provide the rationale for applying historic / recorded costs;
- B.7.2.3.7. details of the Contractor's estimating policy (e.g. estimating handbooks or guidance material) that has been applied to determine the proposed price(s), together with confirmation that the Authority will be afforded unrestricted access to such documentation, if requested;
- B.7.2.3.8. spend profiles for labour and materials broken down by financial year; and

- B.7.2.3.9. any assumptions and dependencies that have a bearing on the allocation of commercial risk.
    - B.7.2.4. return the template to the Authority for the Authority's Approval.
  - B.7.3. The Authority shall within twenty (20) Business Days following receipt of a duly completed Part 2 Additional Work Request Template either:
    - B.7.3.1. provide the Authority's Approval to proceed with the Additional Work by duly signing and returning Part 3 of the Additional Work Request Template; or
    - B.7.3.2. confirm in writing that the Authority rejects or declines the proposal.
  - B.7.4. If the Authority rejects the proposal, the Parties shall discuss the Authority's reasons for its rejection and the Contractor shall re-submit the proposal to the Authority within ten (10) Business Days of the discussion (or such other time period determined by the Authority).
  - B.7.5. The Parties shall repeat the process set out in Clause B.7.2 until the Authority either:
    - B.7.5.1. provides its Approval to the Contractor; or
    - B.7.5.2. confirms it will not proceed with the Additional Work.
  - B.7.6. Upon receipt of an Approved Additional Work Request Template:
    - B.7.6.1. the Contractor shall provide the Additional Services in accordance with the applicable completed Additional Work Request Template; and
    - B.7.6.2. the Authority shall update and maintain the index of Additional Work set out in Schedule K (Index of Non-Core Services and Additional Work).
  - B.7.7. The Authority shall not be liable for any costs or Charges relating to Additional Work undertaken by the Contractor that has not been previously Approved by the Authority.

## **B.8. CONTRACTOR DELIVERABLES**

- B.8.1. The Contractor shall provide and update the Contractor Deliverables in accordance with the requirements of Schedule G (Contractor Deliverables) for the Authority's Approval.
- B.8.2. The Authority may reject a Contractor Deliverable which does not comply with the requirements of Schedule G (Contractor Deliverables). Where the Authority rejects any Contractor Deliverable, the Contractor shall resubmit it until it is Approved by the Authority.

**B.9. PERFORMANCE**

B.9.1. The Parties shall comply with the provisions of Schedule N (Performance Management) in relation to measuring the Contractor's performance of the Services.

**B.10. AUTHORITY DEPENDENCIES**

B.10.1. The Authority shall provide the Authority Dependencies set out in Schedule Q (Assumptions and Authority Dependencies).

**B.11. ASSETS**

B.11.1. The Parties shall comply with the provisions set out in Schedule F (Assets) in relation to Government Furnished Assets (GFA) and, where applicable, other Assets.

**Government Furnished Information**

B.11.2. Subject to DEFCON 703 (Intellectual Property Rights - Vesting in the Authority), the Authority shall make available Government Furnished Information (GFI) to the Contractor at the Effective Date.

B.11.3. The Contractor agrees to maintain up-to-date copies of GFI to the extent that they are available to be provided by the Authority and in accordance with DEFCON 703 (Intellectual Property Rights - Vesting in the Authority).

**Maintenance of Asset Lists**

B.11.4. The Contractor shall manage and maintain the Asset lists in Schedule F (Assets) in accordance with a Change as set out in DEFCON 620 (Edn 06/22) and Schedule W (Exit Management).

**B.12. VESTING – SPARES AND CONSUMABLES**

B.12.1. Subject to the following provisions of this Clause B.12, all Spares and Consumables which the Contractor acquires as part of its provision of the Services and/or allocates for incorporation in and/or use with any of the GFA shall, with effect from:

B.12.1.1. the time of delivery to the Contractor of the Spares or Consumables; or

B.12.1.2. the Spares or Consumables are acquired specifically for and/or is allocated for incorporation in and/or use with any of the Assets,

as may be applicable, vest in and become the absolute property of the Authority and shall, from that time, be in the possession of the Contractor for the sole purpose of providing and maintaining the Assets and providing the Services, and shall not be within the control or disposition of the Contractor other than for that purpose.

B.12.2. Neither the Contractor, nor a Sub-Contractor, nor any other person shall have a lien on any Spares and Consumables which have vested in the Authority under Clause B.12.1 above for any sum due to the Contractor, Sub-Contractor or other person. The Contractor shall take all reasonable steps necessary to ensure that the provisions of this Clause B.12 are brought to the notice of all Sub-Contractors and other persons dealing with any such Spares and Consumables.

B.12.3. Without prejudice to Clause B.12.1.1 the Contractor shall ensure that from the time when Spares and Consumables are acquired specifically for and/or are allocated for incorporation in and/or use with any of the GFA, they are marked or recorded so that they are readily identifiable as the property of the Authority. The Contractor shall comply with any direction given by the Authority in this respect.

### B.13. **PURCHASE OF SPARES AND CONSUMABLES**

B.13.1. The Authority shall be responsible for the purchase of Spares and Consumables from the Effective Date.

B.13.2. Subject to Clause B.13.4, following the second anniversary of the Effective Date the Authority may, at any time, ask the Contractor to provide a proposal that reflects best value to the Authority and sets out the estimated charges associated with the Contractor being responsible for the purchase of Spares and Consumables (the "**Spares and Consumables Proposal**"). The Contractor shall provide the Authority with the Spares and Consumables Proposal within sixty (60) Business Days of receipt of the Authority's request. The Spares and Consumables Proposal shall be subject to the Authority's written approval.

B.13.3. The Spares and Consumables Proposal shall include:

B.13.3.1. the proposed charges for purchasing AFE Spares and Consumables for a period not exceeding three (3) years;

B.13.3.2. the proposed charges for purchasing ADE Spares and Consumables for a period not exceeding three (3) years;

B.13.3.3. the Contractor's procedures for the procurement and management of Spares and Consumables to ensure timely provision of Spares and Consumables and continuity of the Services;

B.13.3.4. all charges at a firm price; and

B.13.3.5. payment terms at equal amounts quarterly in arrears.

B.13.4. The Authority shall not ask the Contractor to provide a Spares and Consumables Proposal any more than once following the second anniversary of the Effective Date.

- B.13.5. The Authority reserves the right but is not obliged to seek clarification or additional documents in respect of a Spares and Consumables Proposal. Where deemed necessary by the Authority, the Contractor may be required to modify and submit an amended Spares and Consumables Proposal in accordance with any clarifications or additional documents required by the Authority.
- B.13.6. As soon as practicable after the Authority has reviewed the Spares and Consumables Proposal or amended Spares and Consumables Proposal, the Authority shall:
- B.13.6.1. either indicate its acceptance of the Spares and Consumables Proposal by providing written notice to the Contractor, whereupon the responsibility of purchasing Spares and Consumables shall be transferred to the Contractor and the Spares and Consumables Proposal shall be incorporated in this Contract as Annex 10 (Authority Approved Spares and Consumables Proposal) of Schedule D (Specification); or
  - B.13.6.2. serve a notice on the Contractor rejecting the Spares and Consumables Proposal and continue to purchase Spares itself.
- B.13.7. If the Authority rejects the Spares and Consumables Proposal it shall not be obliged to give its reasons for such rejection.
- B.13.8. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Spares and Consumables Proposal, unless a Spares and Consumables Proposal has been accepted by the Authority in accordance with Clause B.13.6.1 and then subject only to the terms of the Spares and Consumables Proposal so accepted.

**B.14. DEFENCE STANDARDS**

- B.14.1. The Contractor shall comply with the following Defence Standards (DEF STANS):
- B.14.1.1. DEF STAN 00-088 Issue 3 dated 14/1/17 – Packaging for Ammunition and Explosives.
  - B.14.1.2. DEF STAN 00-251 Human Factors Integration for Defence Systems.
  - B.14.1.3. DEF STAN 00-056 Part 1 Section 2, paragraph 4 Safety Management Requirements for Defence Systems.
  - B.14.1.4. DEF STAN 00-056 Part 1 Issue 8 dated 14/10/2023 & Part 2 Issue 6 dated 14/10/2023.
  - B.14.1.5. DEF STAN 00-056 Part 1 Section 2 paragraph 4 Safety Management Requirements for Defence Systems, paragraphs 12 and 13 as follows:
    - B.14.1.5.1. Paragraph 12 (Supporting Systems In-Service);

- B.14.1.5.2. Clause 12.1 (Management of Safety-Related In-Service Data);
- B.14.1.5.3. Clauses 12.2 (Monitoring and Reporting);
- B.14.1.5.4. Clause 12.2 (In-Service Data Analysis);
- B.14.1.5.5. Clause 12.3 (Remedial Action);
- B.14.1.5.6. Paragraph 13 (Service Provision);
- B.14.1.5.7. Clauses 13.1(Safety Case Report); and
- B.14.1.5.8. Clause 13.2 (Service Provision Planning).
- B.14.1.6. Clauses 13.3 (Risk Management).
- B.14.1.7. DEF STAN 05-057 dated 28/03/22 - Issue 8 Configuration Management of Defence Materiel.
- B.14.1.8. DEF-STAN 05-99 Parts 1 Issue 1 dated 14/7/17 and Part 2 Issue 1 dated 14/7/17 – Managing Government Furnished Assets in Industry.
- B.14.1.9. DEF STAN 81-041 Parts 1-6 Packaging of Defence Materiel.

#### B.15. **QUALITY ASSURANCE REQUIREMENTS**

- B.15.1. The Contractor is required to ensure compliance with the following North Atlantic Organisation (NATO) Allied Publications (AQAPs) and Defence Standards:
  - B.15.1.1. AQAP 2310 Edition B Version 2 NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers.
  - B.15.1.2. AQAP 2105 Edition C Version 1 NATO Requirements For Quality Plans.
  - B.15.1.3. Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements – Concessions.
  - B.15.1.4. Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.
  - B.15.1.5. Def Stan. 05-061 Part 9, Issue 6 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.
  - B.15.1.6. Def Stan. 05-135 Issue 2 – Avoidance of Counterfeit Materiel.
- B.15.2. The Contractor shall provide a Quality Plan in accordance with DID 9 in line with AQAP-2105 Edition C Version 1 (Jan 2019).

**Quality Management System Certification**

- B.15.3. The Contractor shall maintain an accredited Quality Management System (QMS) certification to ISO 9001:2015, or suitable alternative, with the appropriate scope to deliver the Services.
- B.15.4. The required QMS certification pursuant to Clause B.15.3 shall be issued by a third party Nationally Accredited Certification Body for the duration of the Contract and submitted to the Authority for review and Approval.
- B.15.5. The Contractor shall inform the Authority of any changes to their QMS certification status.
- B.15.6. In the event the Contractor is unable to achieve or maintain QMS certification to the Authority's satisfaction, the Authority reserves the right to terminate the Contract in accordance with Clause J.2 (Termination for Contractor Default).

**B.16. SUPPLY OF MATERIAL**

- B.16.1. No second hand or previously used material not owned by the Authority shall be supplied in furtherance of this Contract without the express written authority of the Procurement Management Branch (PMB) designated in Box 2 of Appendix 1 (Addresses and Other Information (DEFFORM 111)).

**B.17. MAA REGULATORY PUBLICATIONS**

- B.17.1. The Contractor shall comply with the following MAA Regulatory Publications (MRP) issued by the Military Aviation Authority (the Regulator):
- B.17.1.1. Overarching documents:
- B.17.1.1.1. MAA01: MAA Regulatory Policy;
- B.17.1.1.2. MAA02: MAA Master Glossary.
- B.17.2. The Contractor shall comply with the Regulations set out within the Regulatory Compliance Matrix (Annex 6 (Regulatory Compliance Matrix) to Schedule D (Specification)) by following:
- B.17.2.1. the acceptable means of compliance (AMC) prescribed therein;
- B.17.2.2. where there is more than one AMC, an AMC or AAMCs agreed by the Contractor with the Regulator; or
- B.17.2.3. other alternative means as may be agreed by the Contractor with the Regulator.
- B.17.3. Complying with the MRP does not reduce or limit any statutory or legal obligation of the Contractor.

B.17.4. The Contractor shall comply with the latest edition of all Regulatory Articles (RAs) shown in Annex 6 (Regulatory Compliance Matrix) to Schedule D (Specification) of the Contract. The Contractor shall assess whether any changes made to the RAs will impact upon cost and shall request a Contract amendment evidencing that cost. The Authority shall notify the Contractor of any alterations to RAs that require a change in Contractor requirement or compliance statements within Annex 6 (Regulatory Compliance Matrix) to Schedule D (Specification) of the Contract. At each Engineering Review Meeting (as further set out in Schedule O (Contract Management)) both Parties will review and discuss any changes to Regulations and where applicable the implications on the Contract.

**B.18. SAFETY AND AIRWORTHINESS**

B.18.1. Should the Contractor fail to hold Maintenance Approved Organisation Scheme (MAOS) accreditation or comply with the requirements of MAA Regulatory Publications (MRP) and Regulatory Articles (RA) then the Authority shall have the right to terminate the Contract, in part or in full, in accordance with Clause J.2 (Termination for Contractor Default).

**B.19. ENVIRONMENTAL MANAGEMENT**

B.19.1. The Contractor shall be required to operate an effective Environmental Management System in accordance with ISO 14001 or BS8555 (or equivalent) and perform the Services in accordance with the requirements of the Environmental Management Plan as set out in Schedule H (Management Plans).

B.19.2. The Contractor shall provide assurance to the Authority that the delivered Services throughout the life of the Contract are compliant with relevant and applicable environmental legislation and standards.

B.19.3. The Contractor shall conduct risk-based assessments of changes to environmental legislation. Where foreseeable changes to environmental legislation, or conventions that may cause a risk to the performance of the Services arise this shall be communicated formally to the Authority via an updated Environmental Management Plan.

B.19.4. Where compliance or non-compliance with environmental legislation or convention presents a potential capability risk this shall be communicated by the Contractor to the Authority.

B.19.5. The Contractor shall deliver information to the Authority when requested and within a reasonable timeframe, to enable the Authority to oversee environmental management related to the Service provision.

B.19.6. The Contractor shall cooperate and, where relevant coordinate environmental activities with all relevant organisations identified, documented, and agreed with the Authority.



- B.19.7. The Contractor shall carry out environmental audits as documented within the Environmental Management Plan required in accordance with Schedule H and any major non-conformances are to be reported the Authority.

**B.20. ASSISTANCE WITH SERVICE INQUIRIES**

- B.20.1. If an Accident or other Incident occurs and a Service Inquiry is convened, the Contractor shall make available to the officer in charge of that Service Inquiry all relevant information and access to facilities, including access to any Sub-Contractor for the purpose of immediate and detailed investigations. If so requested by the officer in charge of the Service Inquiry, the Contractor shall undertake its own investigation and shall submit written reports to that officer at no additional cost to the Authority.
- B.20.2. In connection with any such Service Inquiry, the Contractor shall use its reasonable endeavours to ensure that any Sub-Contractor, whose evidence may assist the Service Inquiry in reaching its findings, attends and gives evidence to the Service Inquiry when called upon to do so.
- B.20.3. The Contractor shall include a condition in each Sub-Contract that the Sub-Contractor shall use its reasonable endeavours to ensure that any employee of such Sub-Contractor whose evidence may assist any Service Inquiry in reaching its findings shall attend and give evidence to that Inquiry when called upon to do so.
- B.20.4. Nothing in this Clause B.20 shall require the Contractor or any Contractor related party to provide evidence where it is prohibited from doing so by any Law.

**B.21. NOT USED**

**B.22. EMERGENCY, WAR AND HOSTILITIES**

- B.22.1. The Contractor shall continue to carry out all tasks and provide all Services covered under this Contract during periods of emergency, tension, in transition to war, and during hostilities, unless directed otherwise by the Authority pursuant to Clause B.22.2.
- B.22.2. The Contractor shall provide any additional support required in the event that the Authority is directed to respond to any national or international emergency, disaster, or other unforeseen emergency.
- B.22.3. The Contractor shall have the right to request equitable adjustment or relief of its obligations under this Contract including but not limited to Schedule P (Charges and Payment) and Schedule N (Performance Management). Any such adjustment or relief being determined and agreed by the Parties through a Change.

**B.23. OPERATING FROM ALTERNATIVE SITES**

B.23.1. In the event that the Authority determines that the Sites or facilities (or part thereof) are:

B.23.1.1. unfit for use (regardless of the cause); and/or

B.23.1.2. unable to perform the Services to the required Service Level Performance Measure,

for a period longer than ten (10) Business Days, then the Authority may instruct the Contractor to relocate the Key Personnel to Temporary Authority Sites to undertake the Services by completing Part 1 of the Additional Work Request Template.

B.23.2. Subject to Clause B.23.1, Part 2 and Part 3 of Schedule J (Additional Work Request Template) shall not be used and the Contractor must relocate to the Temporary Authority Sites within the timeframe specified in Part 1 of the Additional Work Request Template.

B.23.3. The Authority shall, but is not limited to, set out the following information in Part 1 of the Additional Work Request Template:

B.23.3.1. the deadline by which the relocation to the Temporary Authority Sites must take place;

B.23.3.2. the maximum duration of the relocation;

B.23.3.3. any Contractor equipment or Assets necessary for the performance of work that must be relocated;

B.23.3.4. the impact on the Performance Management arrangements set out in Schedule N (Performance Management).

B.23.4. Any relocation to a Temporary Authority Site shall be at nil cost to the Authority.

**B.24. MANAGEMENT PLANS**

B.24.1. The Contractor shall be required to perform and deliver the Services in accordance with the Management Plans as defined in Schedule G (Contractor Deliverables) and attached at Schedule H (Management Plans).

## **SECTION C. CHARGES**

### **C.1. DEFENCE CONDITIONS (DEFCONS)**

C.1.1. The following DEFCONS shall apply:

C.1.1.1. DEFCON 647 (Edn 03/24) – Financial Management Information.

C.1.1.2. DEFCON 513 (Edn 04/22) – Value Added Tax.

C.1.1.3. DEFCON 671 (Edn 10/22) – Plastic Packaging Tax.

C.1.1.4. DEFCON 670 (Edn 02/17) – Tax Compliance.

### **C.2. CHARGES**

C.2.1. The Contractor shall calculate the Charges and the Authority shall pay the Contractor the Charges in accordance with Schedule P (Charges and Payment).

**SECTION D. PAYMENT, TAXATION AND FINANCIAL MANAGEMENT**

**D.1. DEFENCE CONDITIONS (DEFCONS)**

D.1.1. The following DEFCONS shall apply:

- D.1.1.1. DEFCON 129 (Edn 02/22) - Packaging (For Articles other than Munitions).
- D.1.1.2. DEFCON 513 (Edn 04/22) – Value Added Tax.
- D.1.1.3. DEFCON 522 (Edn 11/21) – Payment and Recovery of Sums Due.
- D.1.1.4. DEFCON 605 (Edn 06/14) – Financial Reports.
- D.1.1.5. DEFCON 647 (Edn 03/24) – Financial Management Information.
- D.1.1.6. DEFCON 670 (Edn 02/17) – Tax Compliance.
- D.1.1.7. DEFCON 671 (Edn 10/22) – Plastic Packaging Tax.

**SECTION E. CONTRACT GOVERNANCE****E.1. DEFENCE CONDITIONS (DEFCONS)**

E.1.1. The following DEFCONS shall apply:

- E.1.1.1. DEFCON 503 (Edn 06/22) – Formal Amendments to Contract.
- E.1.1.2. DEFCON 566 (Edn 04/24) – Change of Control of Contractor.
- E.1.1.3. DEFCON 606 (Edn 07/21) – Change and Configuration Control Procedure.
- E.1.1.4. DEFCON 608 (Edn 07/21) – Access and Facilities to be Provided by the Contractor.
- E.1.1.5. DEFCON 609 (Edn 07/21) – Contractor's Records.
- E.1.1.6. DEFCON 620 (Edn 06/22) – Contract Change Control Procedure.
- E.1.1.7. DEFCON 518 (Edn 02/17) – Transfer.

**E.2. GOVERNANCE AND CONTRACT MANAGEMENT**

E.2.1. The Parties shall comply with the provisions of Schedule O (Contract Management) in relation to the management and governance of this Contract.

**E.3. AUDIT, ACCESS AND SURVEILLANCE RIGHTS****Independent Safety Auditors, Advisors and Assessors**

E.3.1. The Contractor shall provide the Authority's appointed independent safety auditor access to records (including databases and information technology systems) and the Sites, including procuring access to Sub-Contractor records and Sites, to enable safety audits and other assessment activities to be undertaken to verify and meet the Authority's safety requirements.

**Audit**

E.3.2. The Authority may at any time conduct audits for the following purposes:

- E.3.2.1. to verify the accuracy of the Contractor's claims for payment (and proposed or actual variations to the payments in accordance with this Contract) and/or the costs of all Services;
- E.3.2.2. to review the integrity, confidentiality and security of Authority Data;

- E.3.2.3. to review the Contractor's and/or Contractor Personnel compliance with the Data Protection Legislation, the Freedom of Information Act in accordance with DEFCON 531 - (Disclosure of Information), DEFCON 532A - (Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority));
- E.3.2.4. and any other legislation applicable to the Services;
- E.3.2.5. to review the Contractor's compliance with its obligations under the Contract;
- E.3.2.6. to support the audit and certification of the Authority's internal accounts;
- E.3.2.7. to carry out an examination of the economy, efficiency and effectiveness with which the Contractor has used its resources;
- E.3.2.8. to verify the accuracy and completeness of any management information delivered or required by this Contract;
- E.3.2.9. to inspect any Assets, including the Authority's equipment, facilities, and assets, for the purposes of ensuring that they are secure and that the Public Store Account (as defined in DEFCON 694) are up to date;
- E.3.2.10. to inspect the Contractor's Sites for the purposes of ensuring that the Assets are secure, that the Public Store Account(s) are up to date, and/or /or Contractor Personnel is complying with the standards for the Contract; and
- E.3.2.11. any other audit that may be required by any relevant authority.
- E.3.3. The Authority shall endeavour to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- E.3.4. Subject to the Authority's obligations of confidentiality, the Contractor and/or a member of Contractor Personnel shall on demand provide the Authority (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit including:
  - E.3.4.1. all information requested by the Authority within the permitted scope of the audit;
  - E.3.4.2. reasonable access to any premises and any equipment in each case used (whether exclusively or non-exclusively) in the performance of the Services;
  - E.3.4.3. access to the Contractor's and/or Contractor Personnel systems; and
  - E.3.4.4. access to Contractor Personnel.

- E.3.5. The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's and/or Contractor Personnel's performance of the Services against the applicable Service Levels.
- E.3.6. The Authority shall endeavour to (but is not obliged to) provide at least fifteen (15) Business Days' notice of its intention to conduct an audit.

**Facilities to be Provided by the Contractor**

- E.3.7. The Contractor shall, use all Sites (or the dedicated part(s) thereof) for the exclusive provision of the Services.
- E.3.8. The Contractor shall not admit anyone other than the Authority or anyone authorised by the Authority in writing to any Site (or the dedicated part(s) thereof).
- E.3.9. The Contractor shall provide the Authority with access to all Sites, at any time throughout the Term of the Contract, to enable the Authority to conduct any surveillance and/or audit assessments in order to verify that the Services are being performed in accordance with Schedule D (Specification) and Schedule E (Contractor Service Management Plan).

**E.4. CHANGE IN LAW**

- E.4.1. The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as a result of:
- E.4.1.1. a General Change in Law; or
  - E.4.1.2. a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date.
- E.4.2. Any Change required as a result of a General Change in Law shall be made by the Authority to this Contract without the requirement to process such Change through the process set out in DEFCON 620 (Edn 06/22) Change Control Procedure.
- E.4.3. If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause E.4.1.2), the Contractor shall:
- E.4.3.1. notify the Authority as soon as is reasonably practicable of the likely effects of that Specific Change in Law, including:
    - E.4.3.1.1. whether a Contract Change is required, including to the Services, the Charges and/or any other part of this Contract; and
    - E.4.3.1.2. whether any relief from compliance with the Contractor's obligations is required, including an obligation to meet a Service Level and/or a Key Performance Indicator; and

E.4.3.2. provide the Authority with evidence:

- E.4.3.2.1. that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
- E.4.3.2.2. as to how the Specific Change in Law has affected the cost of providing the Services;
- E.4.3.2.3. demonstrating that any expenditure that has been avoided has been taken into account in amending the Charges.

E.4.4. Any Change to this Contract including, for the avoidance of doubt, the Charges or relief from the Contractor's obligations resulting from a Specific Change in Law (other than as referred to in Clause E.4.1.2 shall be implemented in accordance with a Change.

## **E.5. RISK MANAGEMENT**

E.5.1. The process of risk management, including without limitation, the identification of (or failure to identify):

E.5.1.1. particular risks and their impacts; or

E.5.1.2. risk reduction measures, contingency plans and remedial actions;

shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights under the Contract.

E.5.2. The Contractor shall notify the Authority of all key risks in accordance with the Quarterly Contract Status Report in Schedule G (Contractor Deliverables).



**SECTION F. CONTRACTOR PERSONNEL AND SUPPLY CHAIN****F.1. DEFENCE CONDITIONS (DEFCONS)**

F.1.1. The following DEFCONS shall apply:

F.1.1.1. DEFCON 534 (Edn 06/21) – Subcontracting and Prompt Payment.

F.1.1.2. DEFCON 565 (Edn 07/23) - Supply Chain Resilience and Risk Awareness.

**F.2. CONTRACTOR PERSONNEL**

F.2.1. The Contractor shall:

F.2.1.1. provide in advance of any admission to a Government Establishment a list of the names of all Contractor Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;

F.2.1.2. comply at all times with its undertaking in Clause B.5.8 (Contractor undertakings);

F.2.1.3. ensure that all Contractor Personnel:

F.2.1.3.1. are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

F.2.1.3.2. are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in the Contract; and

F.2.1.3.3. comply with all reasonable requirements of the Authority concerning conduct at the Government Establishments, including the security requirements as set out in the Specification;

F.2.1.4. retain overall control of the Contractor Personnel at all times so that the Contractor Personnel shall not be deemed to be employees, agents or contractors of the Authority;

F.2.1.5. be liable at all times for all acts or omissions of Contractor Personnel, so that any act or omission of a member of any Contractor Personnel which results in a Default under this Contract shall be a Default by the Contractor;

F.2.1.6. use all reasonable endeavours to minimise the number of changes in Contractor Personnel;

- F.2.1.7. replace (temporarily or permanently, as appropriate) any Contractor Personnel as soon as practicable if any Contractor Personnel have been removed or are unavailable for any reason whatsoever;
- F.2.1.8. bear the programme familiarisation and other costs associated with any replacement of any Contractor Personnel; and
- F.2.1.9. procure that the Contractor Personnel shall vacate the Government Establishments immediately on the End Date.
- F.2.2. If the Authority reasonably believes that any of the Contractor Personnel are unsuitable to undertake work in respect of this Contract, it may:
  - F.2.2.1. refuse admission to the relevant person(s) to the Government Establishments; and/or
  - F.2.2.2. direct the Contractor to end the involvement in the provision of the Services of the relevant person(s).

**Key Personnel**

- F.2.3. The Contractor shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term.
- F.2.4. The Authority may identify any further roles as being Key Roles and, following agreement to the same by the Contractor, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
- F.2.5. The Contractor shall not remove or replace any Key Personnel (including when carrying out Exit Services) unless:
  - F.2.5.1. requested to do so by the Authority;
  - F.2.5.2. the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave;
  - F.2.5.3. the person's employment or contractual arrangement with the Contractor or a Sub-Contractor is terminated for material breach of contract by the employee; or
  - F.2.5.4. the Contractor obtains the Authority's Approval (such Approval not to be unreasonably withheld or delayed).
- F.2.6. The Contractor shall:
  - F.2.6.1. notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Contractor shall ensure appropriate temporary cover for that Key Role);

- F.2.6.2. ensure that any Key Role is not vacant for any longer than ten (10) Business Days;
- F.2.6.3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least sixty (60) Business Days' notice;
- F.2.6.4. ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
- F.2.6.5. ensure that any replacement for a Key Role:
  - F.2.6.5.1. has a level of qualifications and experience appropriate to the relevant Key Role; and
  - F.2.6.5.2. is fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced.

#### **Employment Indemnity**

F.2.7. The Parties agree that:

- F.2.7.1. the Contractor shall both during and after the Term indemnify the Authority against all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the Contractor or any Contractor Personnel; and
- F.2.7.2. the Authority shall both during and after the Term indemnify the Contractor against all Employee Liabilities that may arise as a result of any claims brought against the Contractor by any person where such claim arises from any act or omission of the Authority or any of the Authority's employees, agents, consultants and contractors.

#### **F.3. PLACING OF SUB-CONTRACTS**

- F.3.1. The Contractor shall furnish the Authority with a copy of any Sub-Contract if required.
- F.3.2. The Contractor shall notify the Authority's Representative and secure their formal agreement before making any changes to the list of Sub-Contractors or the scope of work declared in their tender.

**F.4. SUPPLY CHAIN DATA**

F.4.1. The Contractor shall provide a list in Microsoft Excel format of each Sub-Contract worth more than five hundred thousand pounds (£500,000). For each Sub-Contract, the list shall include, in so far as is reasonably practicable:

- F.4.1.1. the registered name of the Sub-Contractor;
- F.4.1.2. the company registration number and DUNS number;
- F.4.1.3. the value;
- F.4.1.4. a description of the goods or services provided;
- F.4.1.5. in respect of the DEFCONs that are included in this Contract and which require the Contractor to include equivalent terms in Sub-Contracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and
- F.4.1.6. in respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

F.4.2. The information listed in Clause F.4.1 above shall be provided within sixty (60) days of the Effective Date and thereafter updated annually to reflect any changes to the accuracy of the information.

**F.5. RUSSIAN AND BELARUSIAN EXCLUSION**

F.5.1. The Contractor shall, and shall procure that their Sub-Contractors shall, notify the Authority in writing as soon as they become aware that:

- F.5.1.1. the Contract Deliverables and/or Articles and/or Services contain any Russian/Belarusian products and/or services; or
- F.5.1.2. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
  - F.5.1.2.1. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

- F.5.1.2.2. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
- F.5.2. The Contractor shall, and shall procure that their Sub-Contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian/Belarusian 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.
- F.5.3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within fourteen (14) Business Days of receipt of the Authority's written concerns, for the Authority's consideration.
- F.5.4. The Contractor shall include provisions equivalent to those set out in this Clause F.5 in all Sub-Contracts.

**SECTION G. INTELLECTUAL PROPERTY, SECURITY, CONFIDENTIALITY, PUBLICITY AND PERSONAL DATA****G.1. DEFENCE CONDITIONS (DEFCONS)**

G.1.1. The following DEFCONS shall apply:

G.1.1.1. DEFCON 531 (Edn 09/21) – Disclosure of Information.

G.1.1.2. DEFCON 532A (Edn 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority).

G.1.1.3. DEFCON 539 (Edn 01/22) – Transparency.

G.1.1.4. DEFCON 632 (Edn 11/21) – Third Party Intellectual Property – Rights and Restrictions.

G.1.1.5. DEFCON 658 (Edn 10/22) – Cyber.

Note: Further to DEFCON 658 the Cyber Risk Profile of this Contract is Very Low, as defined in DEF STAN 05-138.

G.1.1.6. DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements.

G.1.1.7. DEFCON 703 (Edn 06/21) - Intellectual Property Rights - Vesting in the Authority.

**G.2. SELF-TO-SELF DELIVERY**

G.2.1. Where any Article to be supplied under this Contract is to be delivered (other than being handed over by the Contractor to the Authority) by the Contractor to its own premises or to those of a Sub-Contractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 21 (Edn 01/58)) remain vested in the Contractor until such time as the Article is handed over to the Authority.

**G.3. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

G.3.1. Notwithstanding any other provisions of this Contract and for the avoidance of doubt, award of this 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.

**G.4. CYBER SECURITY IMPLEMENTATION PLAN**

G.4.1. In the event that the Contractor cannot meet the level of cyber security controls required, as outlined in DEFCON 658 and DEFSTAN 05-138, by the Effective Date the Contractor shall comply with Schedule M (Cyber Security Implementation Plan) to the Contract.

**G.5. NOT USED****G.6. CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION**

G.6.1. All Information belonging to the Contractor that the Authority has acknowledged may be commercially Sensitive Information is set out in Schedule U (Sensitive Information).

**G.7. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

G.7.1. The Contractor shall not, and shall procure that its Sub-Contractors shall not:

- G.7.1.1. communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract;
- G.7.1.2. photograph or film in or upon any Government Establishment;
- G.7.1.3. make any press announcements or publicise this Contract or its contents in any way;
- G.7.1.4. use the Authority's name or brand in any promotion or marketing or announcement;
- G.7.1.5. erect, exhibit or attach on any part of any Government Establishment any signs, trade boards, notice or advertisement; or
- G.7.1.6. allow third-party access to Assets held or stored at the Contractor's premises,

without Approval, which shall not be unreasonably withheld or delayed.

**G.8. NOT USED****G.9. SECURITY CONDITIONS**

G.9.1. In addition to the obligations under DEFCON 660 (Official-Sensitive Security Requirements), the Contractor shall at all times comply with the security conditions within Schedule R (Security Aspect Letter).

**SECTION H. LIABILITY AND INSURANCE****H.1. DEFENCE CONDITIONS (DEFCONS)**

H.1.1. The following DEFCONS shall apply:

- H.1.1.1. DEFCON 76 (Edn 11/22) – Contractor's Personnel at Government Establishments.
- H.1.1.2. DEFCON 514 (Edn 08/15) – Material Breach.
- H.1.1.3. DEFCON 611 (Edn 12/22) – Issued Property.
- H.1.1.4. DEFCON 637 (Edn 05/17) – Defect Investigation and Liability

**H.2. NOT USED****H.3. LIMITATIONS ON LIABILITY****Unlimited liabilities**

H.3.1. Neither Party limits its liability for:

- H.3.1.1. death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- H.3.1.2. fraud or fraudulent misrepresentation by it or its employees;
- H.3.1.3. 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
- H.3.1.4. any liability to the extent it cannot be limited or excluded by Law.

H.3.2. The financial caps on liability set out in Clauses H.3.4 and H.3.5 below shall not apply to the following:

- H.3.2.1. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
  - H.3.2.1.1. the Contractor's indemnity in relation to DEFCON 632 (Third Party Intellectual Property – Rights and Restrictions);
  - H.3.2.1.2. the Contractor's indemnity in relation to TUPE at Schedule V (Transfer Regulations);



- H.3.2.2. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
  - H.3.2.2.1. the Authority's indemnity in relation to TUPE under Schedule V (Transfer Regulations);
- H.3.2.3. breach by the Contractor of DEFCON 532A and Data Protection Legislation; and
- H.3.2.4. to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

### Financial limits

- H.3.3. Subject to Clauses H.3.1 and H.3.2 and to the maximum extent permitted by Law, throughout the Term the Contractor's total liability in respect of:
  - H.3.3.1. losses that are caused by Defaults of the Contractor shall in no event exceed:
    - H.3.3.1.1. in respect of DEFCON 76 [Redacted on grounds of Commercial Interests under Section 43 the Freedom of Information Act 2000] in aggregate;
    - H.3.3.1.2. in respect of DEFCON 514 [Redacted on grounds of Commercial Interests under Section 43 the Freedom of Information Act 2000] in aggregate; and
    - H.3.3.1.3. in respect of DEFCON 611 [Redacted on grounds of Commercial Interests under Section 43 the Freedom of Information Act 2000] in aggregate.
  - H.3.3.2. without limiting Clause H.3.3.1 and subject always to Clauses H.3.1, H.3.2 and H.3.4, of all other liabilities (but excluding any Service Credits paid or payable in accordance with Schedule N (Performance Management)), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [Redacted on grounds of Commercial Interests under Section 43 the Freedom of Information Act 2000] in aggregate; and
  - H.3.3.3. 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 H.3.3.1 and H.3.3.2 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 H.3.3.1 and H.3.3.2 of this Contract.

- H.3.4. Subject to Clauses H.3.1, H.3.2 and H.3.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- H.3.5. Clause H.3.4 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

**Consequential loss**

- H.3.6. Subject to Clauses H.3.1, H.3.2 and H.3.7 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:
- H.3.6.1. indirect loss or damage;
  - H.3.6.2. special loss or damage;
  - H.3.6.3. consequential loss or damage;
  - H.3.6.4. loss of profits (whether direct or indirect);
  - H.3.6.5. loss of turnover (whether direct or indirect);
  - H.3.6.6. loss of business opportunities (whether direct or indirect); or
  - H.3.6.7. 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.3.7. The provisions of Clause H.3.6 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:
- H.3.7.1. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
    - H.3.7.1.1. to any third party;
    - H.3.7.1.2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

- H.3.7.1.3. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- H.3.7.2. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- H.3.7.3. the additional cost of procuring and maintaining in place transitional assistance and Replacement Services 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 Charges that would have been payable for the relevant Contractor Deliverables);
- H.3.7.4. 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;
- H.3.7.5. damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 and 611;
- H.3.7.6. 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;
- H.3.7.7. 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);
- H.3.7.8. 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
- H.3.7.9. 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**

- H.3.8. If any limitation or provision contained or expressly referred to in this Clause H.3 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 Clause H.3.

**Third party claims or losses**

H.3.9. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCON 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

H.3.9.1. 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

H.3.9.2. 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**

H.3.10. 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.

**H.4. INFORMATION PROVIDED BY THE AUTHORITY**

H.4.1. The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority-provided Information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), statute or otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

**H.5. INSURANCE**

H.5.1. Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Contract, the Contractor shall for the periods specified in Schedule L (Required Insurances) take out and maintain or procure the taking out and maintenance of the insurances as set out under this Clause H.5 Insurance and Schedule L (Required Insurances) and any other insurances as may be required by Law, together the "**Required Insurances**". The Contractor shall ensure that each of these Required Insurances are effective in each case not later than the date on which the relevant risk commences.

H.5.2. The Required Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.

- H.5.3. Where specified in Schedule L (Required Insurances) the Contractor shall ensure that the relevant policy of insurance:
- H.5.3.1. contains an indemnity to principals clause or additional insureds equivalent, under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage, and for which the Contractor is legally liable in respect of this Contract;
  - H.5.3.2. names the Authority as co-insured for its separate interest with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.
- H.5.4. Where insurances are placed in the United Kingdom, the Contractor shall discharge in full all duties and obligations in respect of the Insurance Act 2015 when procuring, maintaining or amending any insurance(s) required by this contract, including in circumstances where the Contractor is required to name the Authority on any such insurance policies to protect the Authority's separate interests.
- H.5.5. Where the minimum limit of indemnity required in relation to any of the Required Insurances is provided as being "in the aggregate" and the level of insurance cover available falls below that minimum because a claim or claims, the Contractor shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified Schedule L (Required Insurances).
- H.5.6. The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.
- H.5.7. The Authority may elect (but shall not be obliged to) where notice has been provided to the Contractor to purchase any insurance which the Contractor is required to maintain pursuant to this Contract but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.
- H.5.8. The Contractor shall from the Effective Date within fifteen (15) Business Days after the renewal of each of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this Clause H.5 and Schedule L (Required Insurances). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of its liabilities and obligations under this Contract.
- H.5.9. The Contractor shall notify the Authority in writing at least ten (10) days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances. This Clause H.5.9 shall not apply where the termination of any Required Insurances occurs purely as a result of a change of insurer in respect of any of the Required Insurances required to be taken out and maintained in accordance with this Clause H.5.

- H.5.10. The Contractor shall promptly notify to insurers any matter arising from, or in relation to this Contract for which it may be entitled to claim under any of the Required Insurances. In the event that the Authority receives a claim relating to the Contract, the Contractor shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- H.5.11. Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) working days after any insurance claim in excess of [Redacted on grounds of Commercial Interests under Section 43 the Freedom of Information Act 2000] relating any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- H.5.12. Where any Required Insurance requires payment of a premium, the Contractor shall be liable for such premium.
- H.5.13. Where any insurance referred to in this Clause H.5 Insurance and Schedule L (Required Insurances) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.
- H.5.14. Unless specified by the Authority, all insurance proceeds received in respect of the Property Damage "All Risks" Insurance in Schedule L (Required Insurances) shall be used to reinstate, repair or replace the insured property in respect of which the insurance proceeds were received.

**SECTION I. REMEDIES AND RELIEF****I.1. DEFENCE CONDITIONS (DEFCONS)**

I.1.1. The following DEFCONS shall apply:

I.1.1.1. Not Used.

**I.2. CONTRACTOR DEFAULT AND RECTIFICATION PLAN**

I.2.1. The Contractor shall notify the Authority's Representative in writing if:

I.2.1.1. a Default has occurred; or

I.2.1.2. it reasonably believes that a Default may occur,  
giving full details of the same.

I.2.2. In the event that the Authority serves the Contractor with notice that a Default has occurred (other than a Persistent Breach), which the Authority reasonably believes is capable of remedy by the Contractor, then the Contractor shall submit a draft Rectification Plan to the Authority for review as soon as possible and in any event within five (5) Business Days (or such longer period as may be agreed by the Authority) from the date of the notice of Default.

I.2.3. The draft Rectification Plan shall set out the steps which the Contractor proposes to take to rectify the Default and to prevent such Default from recurring and the timescales for such steps and for the rectification of the Default.

I.2.4. The Authority shall notify the Contractor in writing whether it accepts or rejects the draft Rectification Plan within thirty (30) Business Days of receipt of the draft Rectification Plan.

I.2.5. Where the Authority rejects the draft Rectification Plan under Clause I.2.4 above, it shall give its reasons for such decision and the Contractor shall submit a revised draft Rectification Plan to the Authority within five (5) Business Days (or such other period as agreed by the Authority) of receipt of the Authority's notice rejecting the first draft. The Parties shall use reasonable endeavours to agree any necessary amendments to the draft Rectification Plan within ten (10) Business Days (or such other period as the Authority may specify in writing) of the Authority's receipt of the revised draft Rectification Plan.

I.2.6. Once the Authority has accepted the draft Rectification Plan pursuant to Clause I.2.6, the Contractor shall immediately start work on the actions set out in the Rectification Plan.

I.2.7. If the Contractor either rectifies the Default within the time period specified in the notice of Default issued pursuant to Clause I.2.1 and/or implements the accepted Rectification Plan in accordance with its terms, the notice of Default issued pursuant to Clause I.2.1 shall be deemed to be revoked and this Contract shall continue.

I.2.8. In the event that:

I.2.8.1. no acceptable Rectification Plan has been put forward by the Contractor pursuant to this Clause I.2; and/or

I.2.8.2. the Contractor fails to rectify the Default within the time period specified in the Rectification Plan,

the Authority may serve the Contractor with a Termination Notice stating that this Contract will terminate on the date specified in the Termination Notice.

### I.3. **STEP-IN RIGHTS**

#### **Right to Step-In**

I.3.1. If the Authority reasonably believes that it needs to take action in connection with this Contract and/or the Services:

I.3.1.1. because a serious risk exists to the health or safety of persons or property;

I.3.1.2. in order to discharge a statutory duty;

I.3.1.3. because the Contractor is in material breach of its obligations under this Contract; and/or

I.3.1.4. because the Contractor commits a Contractor Termination Event,

then the Authority shall be entitled to take action in accordance with this Clause I.3.

#### **Procedure for Authority Step-In**

I.3.2. If Clause I.3.1 (Right to Step-In) applies and the Authority wishes to take action, the Authority Representative shall notify the Contractor Representative in writing of the following:

I.3.2.1. the action it wishes to take;

I.3.2.2. the reason for such action;

I.3.2.3. the date it wishes to commence such action;

I.3.2.4. the time period which it believes shall be necessary for such action;

I.3.2.5. any Assets and/or Spares or any other item it requires the Contractor to make available to it to perform such action; and



I.3.2.6. to the extent practicable, the effect on the Contractor and its obligation to provide the Services during the period such action is being taken,

the ("**Step-In Notice**").

I.3.3. Following service of such Step-In Notice, the Authority shall take such action as notified under Clause I.3.2 (Procedure for Authority Step-In) and any consequential additional action as it reasonably believes is necessary (together, the "**Required Action**") and the Contractor shall give all reasonable assistance to the Authority while it is taking the Required Action.

#### **Effect of Step-In Without Contractor Breach**

I.3.4. If the Authority exercises its right to take action pursuant to Clause I.3 (Right to Step-In) and such exercise is not as a consequence of the Contractor's breach of its obligations under this Contract:

I.3.4.1. then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing all or any part of the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and

I.3.4.2. in respect of the period in which the Authority is taking the Required Action, and provided that the Contractor provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent incremental costs are incurred), any Charges payments due from the Authority to the Contractor in accordance with Clause C.2 (Charges) shall assume that the Contractor has been providing the Services affected by the Required Action in full over that period.

#### **Effects of Step-In Following Contractor Breach**

I.3.5. If the Contractor is in breach of its obligations under this Contract and as a consequence the Authority exercises its right to take action pursuant to Clause I.3.1 (Right to Step-In):

I.3.5.1. then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and

I.3.5.2. in respect of the period in which the Authority is taking Required Action, the Charges due from the Authority to the Contractor shall assume that the Contractor has been performing the Services affected by the Required Action in full over that period, less an amount equal to all of the Authority's Capital Expenditure and Operating Expenditure in taking the Required Action, and such amount shall be deducted from the amount of the Charges which would otherwise be due from the Authority.

**Notification of Step-Out**

- I.3.6. The Authority Representative may at any time during the period of the Required Action notify the Contractor Representative that the Authority wishes to cease the Required Action, setting out a reasonable programme for transition of contractual responsibility to the Contractor (the "**Step-Out Plan**") and the date on which it intends to cease the Required Action, and in which event:
- I.3.6.1. as soon as is reasonably practicable but in any case within ten (10) Business Days of receipt of the Authority Representative's notification pursuant to Clause I.3.6 (Notification of Step-Out), the Parties shall consult with each other as to, and agree upon, the Step-Out Plan and the method by which the Authority shall cease the Required Action;
  - I.3.6.2. unless within fifteen (15) Business Days of the Parties first meeting to agree the Step-Out Plan the Parties are unable to reach agreement, in which case the matter shall be determined in accordance with DEFCON 530 (Dispute Resolution (English Law)) ; and
  - I.3.6.3. upon agreement of a Step-Out Plan pursuant to this Clause I.3.6 (Notification of Step-Out) (or determination pursuant to the Dispute Resolution Procedure), the Parties shall comply with their respective obligations in implementing the Step-Out Plan.
- I.3.7. On the date on which the Required Action ceases, in accordance with the Step-Out Plan:
- I.3.7.1. the Authority will be released from all its obligations and liabilities in relation to the Required Action arising prior to the cessation of the Required Action other than its obligations to pay the Contractor pursuant to this Clause I.3;
  - I.3.7.2. the Authority shall return any Assets to the Contractor which the Contractor provided to it to enable the Authority to perform the Required Action; and
  - I.3.7.3. the Contractor shall resume the provision of all or any part of the Services which were the subject of the Required Action.
- I.3.8. If on or following the date on which the Required Action ceases, the Contractor can demonstrate that:
- I.3.8.1. the effect of carrying out the Required Action was to delay, increase the Contractor's costs in providing, or otherwise affect the ability of the Contractor to provide the Services; or
  - I.3.8.2. there was a deterioration during such period of Required Action in the performance or availability of any Asset which was used by the Authority during such period; and

- I.3.8.3. such deterioration was caused by the Authority during such period of Required Action as a result of the Authority using such Asset other than in accordance with Good Industry Practice; and
- I.3.8.4. such deterioration in such Asset's performance or availability is in excess of any deterioration that would have arisen if such Asset had continued to be used by the Contractor during such period for the proper performance of its obligations under, and in accordance with, the provisions of this Contract,

then, provided that the Required Action did not arise in consequence of the Contractor being in breach of its obligations when the Authority exercised its right to step-in pursuant to this Clause I.3 (Step-in Rights), such adverse impact pursuant to I.3.8.1 or deterioration pursuant to I.3.8.2 shall be an Authority Dependency Failure.

#### **I.4. AUTHORITY DEPENDENCY FAILURE**

- I.4.1. The Contractor shall, as soon as practicable and, in any event, within five (5) Business Days after it becomes aware that an Authority Dependency Failure has caused or is likely to cause delay and/or adversely affect the Contractor's ability to perform and/or comply with its obligations in this Contract:
  - I.4.1.1. use its best endeavours to mitigate the consequences of the Authority Dependency Failure;
  - I.4.1.2. serve written notice to the Authority Representative providing:
    - I.4.1.2.1. details of the Authority Dependency Failure;
    - I.4.1.2.2. an explanation of which element of the Services are affected and the Service Levels and KPIs which may be adversely affected; and
    - I.4.1.2.3. evidence to demonstrate to the reasonable satisfaction of the Authority that:
      - I.4.1.2.3.1. the Authority Dependency Failure was not directly caused by the Contractor's failure to provide the Services or the Contractor's Default;
      - I.4.1.2.3.2. the Authority Dependency Failure could not reasonably be expected to be avoided or mitigated by the Contractor; and
      - I.4.1.2.3.3. the Contractor has continued to perform its obligations under this Contract to the extent such performance is not prevented by the Authority Dependency Failure.

- I.4.2. The Authority Representative shall promptly consider a notice provided to it under this Clause I.4.1 above and the Parties shall promptly discuss the impact of the Authority Dependency Failure, after which the Authority Representative shall notify the Contractor Representative in writing that it either (in its sole and absolute discretion):
- I.4.2.1. disagrees that an Authority Dependency Failure has occurred and, accordingly, no further action is required by the Authority; or
  - I.4.2.2. agrees that an Authority Dependency Failure has occurred and the Authority may:
    - I.4.2.2.1. take action to remedy the Authority Dependency Failure itself; and/or
    - I.4.2.2.2. request that the Contractor provide assistance in remedying the Authority Dependency Failure (which may include requiring the Contractor to obtain a replacement for the relevant Government Furnished Asset); and/or
    - I.4.2.2.3. vary the Services in accordance with the Change Control Procedure so as to reduce and/or eliminate the impact of the Authority Dependency Failure on the Contractor,
- the ("**ADF Remedy Notice**").
- I.4.3. Provided that the Contractor has complied with Clause I.4 and, to the extent that an Authority Dependency Failure has not been directly caused by the Contractor's Default, then from the date of the ADF Remedy Notice until, in the Authority's sole and absolute discretion, the Authority Dependency Failure has been remedied or the Authority Dependency Failure no longer prevents the Contractor from providing the Services:
- I.4.3.1. the Authority shall not be entitled to exercise its right to terminate this Contract for Contractor Default pursuant to Clause J.2 (Termination for Contractor Default); and
  - I.4.3.2. to the extent applicable, Service Credits shall not accrue.
- I.4.4. If the Authority requires the Contractor's assistance to remedy the Authority Dependency Failure pursuant to this Clause I.4.2, the Contractor shall be reimbursed any additional costs reasonably and properly incurred in providing such assistance, provided it has provided evidence to demonstrate such costs as having been reasonably and properly incurred.
- I.4.5. If the ADF Remedy Notice states that the Authority does not agree that an Authority Dependency Failure has occurred, then the Contractor shall not be entitled to any relief from any of the Authority's rights set out in this Contract.

- I.4.6. Notwithstanding any other provision in the Contract, but save as set out in this Clause I.4, the Contractor shall not be entitled to any additional sums and/or relief from its obligations in this Contract as a result of an Authority Dependency Failure.

**I.5. FORCE MAJEURE**

- I.5.1. On the occurrence of a Force Majeure Event, the Affected Party shall issue a Force Majeure Notice to the other Party as soon as practicable. The Force Majeure Notice shall include details of the Force Majeure Event, the nature and likely duration of its impact upon the other Party including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- I.5.2. As soon as practicable following the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use all reasonable endeavours to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the affected obligations under this Contract.
- I.5.3. The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Contractor shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- I.5.4. If a Force Majeure Event occurs which prevents, hinders or delays the Affected Party from performing any of its obligations under this Contract, the Affected Party shall not be liable to the other Party and shall be released from performance of its obligations under this Contract to the extent that its ability to perform such obligations has been affected by the Force Majeure Event, provided that:
- I.5.4.1. the Affected Party notifies the other Party in accordance with this Clause I.5;
  - I.5.4.2. (in the event that the Contractor is the Affected Party) the Contractor has complied fully with the BCDR Plan;
  - I.5.4.3. the Affected Party takes all reasonable steps to limit and mitigate the impact of the Force Majeure Event; and
  - I.5.4.4. the Affected Party continues to perform all its obligations which have not been affected by the Force Majeure Event.
- I.5.5. Where a Force Majeure Event occurs which would cause the Contractor to be unable achieve commencement of the Operational Services on or before the IOC Anchor Milestone Date, the Contractor shall be entitled to an adjustment of the relevant date and the objective of such adjustment shall be to put the Contractor in no better and no worse position (save for the benefit of the adjustment) than it would have been in if the Force Majeure Event giving rise to the adjustment had not occurred, provided that the Contractor has complied fully with the BCDR Plan.

- I.5.6. Where, as a result of a Force Majeure Event, the Contractor fails to perform its obligations in accordance with this Contract:
- I.5.6.1. the Contractor shall be entitled to receive payment of the Charges (or a proportional payment of them):
    - I.5.6.1.1. only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event; and
    - I.5.6.1.2. provided that the Contractor has complied fully with the BCDR Plan; and
  - I.5.6.2. the Authority shall not be entitled to apply Service Credits to the extent that the failure of performance is due to the Force Majeure Event. Nothing in this Clause I.5 shall affect any entitlement of the Authority to apply Service Credits in the period during which the Force Majeure Event subsists where such failure is not as a result of the Force Majeure Event.
- I.5.7. The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.
- I.5.8. Relief from liability for the Affected Party under this Clause I.5 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under this Clause I.5.
- I.5.9. The inability (howsoever caused) of a Party to pay any amounts due under this Contract shall not be a Force Majeure Event.
- I.5.10. Where a Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with all or a material part of its obligations under this Contract for a period of more than forty (40) Business Days, then either Party may, by serving written notice to the other Party at any time while such Force Majeure Event continues, terminate this Contract or the portion thereof prevented by such Force Majeure Event, such notice of termination to take effect no less than twenty (20) Business Days' of the date of the notice.

**SECTION J. TERMINATION AND EXIT MANAGEMENT****J.1. DEFENCE CONDITIONS (DEFCONS)**

J.1.1. The following DEFCONS shall apply:

- J.1.1.1. DEFCON 514 (Edn 08/15) – Material Breach.
- J.1.1.2. DEFCON 515 (Edn 06/21) – Bankruptcy and Insolvency.
- J.1.1.3. DEFCON 656B (Edn 08/16) – Termination for Convenience (Contracts over £5M).

**J.2. TERMINATION FOR CONTRACTOR DEFAULT****Contractor Termination Events**

J.2.1. Without affecting any other right or remedy available to it, the Authority may terminate this Contract (in whole or in part) by serving a Termination Notice, and this Contract will terminate on the date specified in the Termination Notice, where:

- J.2.1.1. the Contractor fails to achieve Maintenance Approved Organisation Scheme (MAOS) accreditation in accordance with RA 1005 Section 3 within six (6) months of the Effective Date;
- J.2.1.2. the Contractor materially fails to comply with or be considered to be competent in any material respect under the MAOS, details of which are set out in the Military Regulatory Publications with which the Contractor is required to comply under Clause B.17 (MAA Regulatory Publications);
- J.2.1.3. the Contractor has failed to achieve or maintain QMS certification to the Authority's satisfaction in accordance with Clause B.15.6 (Quality Assurance Requirements);
- J.2.1.4. the Contractor has failed to Achieve the Initial Operating Capability Anchor Milestone Date in accordance with Clause B.4 (Anchor Milestones);
- J.2.1.5. the Contractor has failed to provide the Transition Services in accordance with Section B (Services);
- J.2.1.6. there is an Insolvency Event in accordance with DEFCON 515 (Bankruptcy and Insolvency);
- J.2.1.7. the Contractor commits a material Default which is irremediable or not remedied in accordance with Clause I.2 (Contractor Default and Rectification Plan);
- J.2.1.8. the Contractor fails to agree a Rectification Plan and/or implement an agreed Rectification Plan in accordance with Clause I.2 (Contractor Default and Rectification Plan);

- J.2.1.9. the Contractor commits a Persistent Breach;
- J.2.1.10. a representation and warranty given by the Contractor pursuant to Clause A.4 (Warranties) is materially untrue or misleading;
- J.2.1.11. the Authority has become aware that the Contractor should have been excluded under Regulation 23(1) of the Regulations from the procurement procedure leading to the award of this Contract;
- J.2.1.12. the Contractor has failed to maintain the Required Insurances in accordance with the requirements of Clause H.5 (Insurance);
- J.2.1.13. the Contractor has failed to apply the proceeds received from any insurance policy in accordance with the terms of Clause H.5 (Insurance);
- J.2.1.14. there is a material breach by the Contractor of any of its obligations pursuant to DEFCON 532A (Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority));
- J.2.1.15. there is a breach by the Contractor of any of its obligations under this Contract which materially and adversely affects the Services;
- J.2.1.16. where a right of termination is expressly reserved in this Contract, including pursuant to:
  - J.2.1.16.1. Clause B.15.6. (ISO 9001:2015 (Quality Management System))
  - J.2.1.16.2. DEFCON 68 (Supply of Hazard Data for Articles, Materials and Substances);
  - J.2.1.16.3. DEFCON 670 (Tax Compliance);
  - J.2.1.16.4. DEFCON 566 (Change of Control of Contractor);
  - J.2.1.16.5. DEFCON 520 (Corrupt Gifts and Payments of Commission);
  - J.2.1.16.6. Clause K.3 (Conflicts of Interest);

each of the above being a ("**Contractor Termination Event**").

## **J.2.2. Persistent Breach**

- J.2.3. If a particular breach (other than a breach for which Service Credits could have been applied) has continued for more than twenty (20) Business Days or occurred more than three (3) times in any three (3) month period, then the Authority Representative may serve a written notice on the Contractor Representative:
  - J.2.3.1. specifying that it is a formal warning notice;



J.2.3.2. giving reasonable details of the breach; and

J.2.3.3. stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract,

a ("**Warning Notice**").

J.2.4. If, following service of such a Warning Notice the breach specified has continued beyond twenty (20) Business Days or recurred more than three (3) times in any three (3) month period after the date of service, then the Authority Representative may serve another written notice on the Contractor Representative:

J.2.4.1. specifying that it is a Final Warning Notice; and

J.2.4.2. stating that the breach specified has been the subject of a Warning Notice served within the six (6) month period prior to the date of service of the Final Warning Notice; and

J.2.4.3. stating that, if such breach continues for more than twenty (20) Business Days or recurs more than three (3) times in any three (3) month period after the date of service of the Final Warning Notice, this Contract may be terminated,

(a "**Final Warning Notice**").

J.2.5. A Warning Notice may not be served in respect of any incident of breach which has previously been counted in the award of a separate Warning Notice.

J.2.6. In the event of a Persistent Breach, the Authority Representative may serve the Contractor Representative with a Termination Notice to terminate this Contract (in whole or in part).

### J.3. **CONSEQUENCES OF EXPIRY OR TERMINATION**

J.3.1. The provisions of:

J.3.1.1. DEFCON 522 (Payment and Recovery of Sums Due);

J.3.1.2. DEFCON 513 (Value Added Tax);

J.3.1.3. DEFCON 609 (Contractor Records);

J.3.1.4. DEFCON 703 (Intellectual Property Rights – Vesting in the Authority);

J.3.1.5. DEFCON 632 (Third Party Intellectual Property – Rights and Restrictions);

J.3.1.6. DEFCON 531 (Disclosure of Information);

J.3.1.7. DEFCON 539 (Transparency);

- J.3.1.8. DEFCON 532A (Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority));
  - J.3.1.9. Clause H.3 (Limitations on Liability);
  - J.3.1.10. Clause J.3 (Consequences of Expiry or Termination);
  - J.3.1.11. DEFCON 538 (Severability);
  - J.3.1.12. DEFCON 537 (Rights of Third Parties);
  - J.3.1.13. Clause K.6 (Entire Agreement);
  - J.3.1.14. DEFCON 529 (Law (English));
  - J.3.1.15. DEFCON 530 (Dispute Resolution (English Law));
  - J.3.1.16. Schedule A (Definitions);
  - J.3.1.17. Schedule N (Performance Management);
  - J.3.1.18. Schedule P (Charges and Payment); and
  - J.3.1.19. Schedule W (Exit Management),
- shall survive the termination or expiry of this Contract.

**Exit Management**

- J.3.2. The Parties shall comply with the provisions of Schedule W (Exit Management) in relation to orderly transition of the Services to the Authority or a Replacement Contractor.

**SECTION K. GOVERNING LAW AND MISCELLANEOUS****K.1. DEFENCE CONDITIONS (DEFCONS)**

K.1.1. The following DEFCONS shall apply:

- K.1.1.1. DEFCON 005J (Edn 11/16) – Unique Identifiers.
- K.1.1.2. DEFCON 129J (Edn 11/16) – Use of The Electronic Business Delivery Form.
- K.1.1.3. DEFCON 516 (Edn 04/12) – Equality.
- K.1.1.4. DEFCON 520 (Edn 10/23) – Corrupt Gifts and Payments of Commission.
- K.1.1.5. DEFCON 524A (Edn 12/22) – Counterfeit Materiel.
- K.1.1.6. DEFCON 526 (Edn 08/02) – Notices.
- K.1.1.7. DEFCON 527 (Edn 09/97) – Waiver.
- K.1.1.8. DEFCON 529 (Edn 09/97) – Law (English).
- K.1.1.9. DEFCON 530 (Edn 12/14) – Dispute Resolution (English Law).
- K.1.1.10. DEFCON 537 (Edn 12/21) – Rights of Third Parties.
- K.1.1.11. DEFCON 538 (Edn 06/02) – Severability.
- K.1.1.12. DEFCON 550 (Edn 02/14) – Child Labour and Employment Law.
- K.1.1.13. DEFCON 601 (Edn 04/14) – Redundant Material.
- K.1.1.14. DEFCON 611 (Edn 12/22) – Issued Property.
- K.1.1.15. DEFCON 694 (Edn 07/21) - Accounting for Property of the Authority.

**K.2. HEALTH AND SAFETY**

K.2.1. Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

**K.3. CONFLICTS OF INTEREST****K.3.1. The Contractor must:**

K.3.1.1. take action to ensure that neither the Contractor nor the Contractor Personnel are placed in the position of an actual, potential or perceived Conflict of Interest; and

K.3.1.2. promptly notify and provide details to the Authority if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

K.3.2. The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Contract immediately by giving a Termination Notice to the Contractor where there is or may be an actual or potential Conflict of Interest.

**K.4. ASSIGNMENT AND NOVATION**

K.4.1. The Contractor shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Authority.

**K.5. INADEQUACY OF DAMAGES**

K.5.1. Without prejudice to any other rights or remedies that the Authority may have, the Contractor acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Contract by the Contractor. Accordingly, the Authority shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Contract.

**K.6. ENTIRE AGREEMENT**

K.6.1. This Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

K.6.2. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

K.6.3. Nothing in this K.6 shall exclude any liability in respect of misrepresentations made fraudulently.

**K.7. COSTS**

- K.7.1. Except as expressly provided in this Contract, each Party shall pay its own costs incurred in connection with the negotiation, preparation, execution and registration of this Contract and any documents referred to in it.

**K.8. COUNTERPARTS**

- K.8.1. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.
- K.8.2. No counterpart shall be effective until each Party has executed at least one counterpart.

**K.9. TRANSFER REGULATIONS**

- K.9.1. The Contractor shall comply with the terms and conditions in Schedule V (Transfer Regulations).

This Contract has been entered into on the date stated at the beginning of it.

**SIGNED BY** )  
for and on behalf of )  
**THE SECRETARY OF STATE FOR DEFENCE** )

SIGNATURE .....

NAME .....

**SIGNED BY** )  
for and on behalf of )  
[Company Name] )

SIGNATURE .....

NAME .....

**Appendix 1. ADDRESSES AND OTHER INFORMATION (DEFFORM 111)****DEFFORM 111**  
**(Edn 10/22)****Appendix - Addresses and Other Information****1. Commercial Officer**

[Redacted on grounds of Personal Information under Section 40(2) of the Freedom of Information Act 2000]

**8. Public Accounting Authority**

1. Returns under Schedule F (Assets) should be sent to

DBS Finance ADMT – Assets In Industry 1  
Level 4 Piccadilly Gate  
Store Street  
Manchester  
M1 2WD  
( 44 (0) 161 233 5397

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

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

[Redacted on grounds of Personal Information under Section 40(2) of the Freedom of Information Act 2000]

**9. Consignment Instructions**

The items are to be consigned as follows:

**3. Packaging Design Authority**

Organisation & point of contact:

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

(

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

**A. DSCOM:**

Defence Supply Chain Operations & Movements (DSCOM)  
Defence Equipment & Support (DE&S)  
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

**4. (a) Supply / Support Management Branch or Order Manager:****Branch/Name:** C17CSAE Delivery Team

[Redacted on grounds of Personal Information under Section 40(2) of the Freedom of Information Act 2000]

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

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](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.**5. Drawings/Specifications are available from**

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

**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>**6. Intentionally Blank****12. Forms and Documentation are available through \*:**Ministry of Defence  
Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site  
Lower Arncott  
Bicester  
OX25 1LP  
(Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:**[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)



**7. Quality Assurance Representative:**

[Redacted on grounds of Personal Information under Section 40(2) of the Freedom of Information Act 2000]

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

**\* NOTE**

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

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

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