



Ministry of Defence

Dismounted Close Combat (DCC) Team

Contract No: 711279452

For:

Electro-Magnetic Detect and Defeat (EMDaD) Multi-Supplier Multi-Product Framework

**Between the Secretary of State for
Defence of the United Kingdom of
Great Britain and Northern Ireland**

And

Team Name and address:

Contractor Name and address:

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- Schedule 01 – Definitions of Contract
- Schedule 02 – Schedule of Requirements
- Schedule 03 – Contract Data Sheet
 - Annex A to Schedule 3 – DEFFORM 111 – Appendix to Contract – Addresses and Other Information
- Schedule 04 – Contract Change Control Procedure
- Schedule 05 – DEFFORM 539A - Tenderer's Sensitive Commercial Information [Intentionally Blank to be updated at Call-Off order]
- Schedule 06 – DEFFORM 68 - Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor [Intentionally Blank to be updated at Call-Off order]
- Schedule 07 – DEFFORM 691A - Timber and Wood Derived Products [Intentionally Blank to be updated at Call-Off order]
- Schedule 08 – Acceptance Procedure
- Schedule 09 – Key Performance Indicators
- Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions [Intentionally Blank to be updated at Call-Off order]
- Schedule 11 - Statement of Work
- Schedule 12 – Ad Hoc Tasking
- Schedule 13 – Certificate of Conformity
- Schedule 14 – DEFFORM 24A – Bank Company Guarantee [Intentionally Blank to be updated at Call-Off order]
- Schedule 15 – DEFFORM 24 – Parent Company Guarantee [Intentionally Blank to be updated at Call-Off order]
- Schedule 16 – DEFFORM 316 – Government Furnished Information [Intentionally Blank]
- Schedule 17 – MOD Form 1686 [Intentionally Blank to be updated at Call-Off order]
- Schedule 18 – DEFFORM 528 – Export/Import Controls [Intentionally Blank to be updated at Call-Off order]
- Schedule 19 – Supplier Assurance Questionnaire
- Schedule 20 – Security Aspects Letter
 - Annex A to Schedule 20 – UK Official and UK Official-Sensitive Contractual Security Conditions
- Schedule 21 – Statement of Technical Requirement Template [Intentionally Blank to be updated at Call-Off order]
- Schedule 22 – Framework Placeholder [Intentionally Blank to be updated at Call-Off order]
- Schedule 23 – DEFFORM 177 – Design Rights and Patents (Sub-Contractor's Agreement) [Intentionally Blank to be updated at Call-Off order]
- Schedule 24 – DEFFORM 315 – Contract Data Requirements List
- Schedule 25 – DEFFORM 565 – Supply Chain Resilience and Mapping Template [Intentionally Blank to be updated at Call-Off order]
- Schedule 26 – Modern Slavery Assessment Tool
- Schedule 27 – Annex A to DEFCON 647
- Schedule 28 – Statement of Good Standing
- Schedule 29 – Flow Diagram of Framework agreement Process and Relationship with SME SP
- Schedule 30 - Request for Proposal Template
- Schedule 31 – Request for Quote Template
- Schedule 32 – Labour Rates [Intentionally Blank to be updated at Call-Off order]
 - Annex A to Schedule 31- Labour Rates Guidance Document
- Schedule 33 – Supply Prices and Indicative lead times [Intentionally Blank to be updated at Call-Off order]

General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give

the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their obligations under the Contract;

- (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (4) for so long as the Contract remains in force they shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee, or similar officer in relation to any of its assets or revenues.

d. Unless the context otherwise requires:

- (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
- (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
- (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state, or agency of a state or joint venture.
- (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced, or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
- (5) The heading to any Contract provision shall not affect the interpretation of that provision.
- (6) Any decision, act, or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or its nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
- (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

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

3. Entire Agreement

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

4. Governing Law

- a. Subject to clause 4.c, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.c and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.c any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4, 4.a and 4.b shall be amended to read:
 - (a) The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - (b) Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - (c) Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - (2) Clause 4040.a shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 4040 the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration, and this clause 4040.a shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to

accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - (1) Conditions 1 - 444 (and 455 - 46.j7, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
 - (3) the remaining Schedules; and
 - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5 such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Formal Amendments to the Contract

- a. Except as provided in Condition 311 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
 - (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used); and
 - (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.
- b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.
- c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:
 - (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or

- (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

- d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.
- e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. Authority Representatives

- a. Any reference to the Authority in respect of:
 - (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

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

9. Waiver

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

10. Assignment of Contract

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

11. Third Party Rights

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

12. Transparency

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clauses 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;
 - (2) taking account, the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
 - (3) present information in a format that assists the general public in understanding the relevance and completeness of the Information being published to ensure the public obtain a fair view on how this Contract is being performed.

Publishable Performance Information

- e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable

Performance Information KPI Data Report consistent with the content requirements of Schedule 9.

- f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.
- g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.
- h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.
- i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

- a. Subject to clauses 13.c to 13.h and Condition 12 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13 and 13.a(4) before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13, 13.a(4), 13.f, 13.g and 13.h to the extent that either Party:
 - (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - (3) can show:

- (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
- (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
- (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
- (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

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

- e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial, or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.
- f. The Authority may disclose the Information:
 - (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
 - (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation, or disposal of any of its rights, obligations, or liabilities under the Contract;

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

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

confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

- h. Before sharing any Information in accordance with clause 13.e, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. Publicity and Communications with the Media

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

15. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority in writing at the address given in clause 15.c
 - (1) as soon as practicable of any intended, planned or actual change in control of the Contractor and/or their First-Tier Sub-contractor; and
 - (2) Immediately on the Contractor being aware of any actual change of control of any Lower-Tier Sub-Contractor
- b. The Contractor shall include in any such notification any concerns the Contractor may have with the change of control. Such concerns may include but are not limited to potential threats to national security and security of supply. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- c. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

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

and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

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

The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 calendar days (or as agreed by the parties) of receipt of the Authority's written concerns, for the Authority's consideration.

- e. To the extent that the Authority considers that it is reasonable to do so, the Authority shall work with the Contractor to seek to resolve the Authority's concerns. The Contractor agrees to answer the Authority's questions or requests for clarification promptly.
- f. Where the Authority considers, in its absolute discretion, that the risk may be appropriately mitigated, the Contractor shall implement any agreed mitigations promptly and, in any case, within the timescales required by the Authority. Where the Contractor fails to do so, clause 15.g. shall apply.
- g. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor (and/or request the Contractor to terminate any relevant First-Tier or Lower-Tier Sub-Contractor's contract) within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination, including, but not limited to, taking into account the Contractor's own assessment of the change of control.
- h. Where the Authority terminates the Contract in accordance with clause 15.g, subject to clause 15.i, the Contractor may request payment for any unavoidable commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. The Authority shall act reasonably when assessing the Contractor's request for payment although the parties agree that the Authority shall retain the sole discretion, acting reasonably, to decide whether to make such requested payment in accordance with clause 15.i.
- i. Any requests for payment by the Contractor must be submitted promptly and the Contractor shall demonstrate to the reasonable satisfaction of the Authority that such request for payment:
 - (1) is reasonable and properly chargeable;
 - (2) would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract; and
 - (3) is fully supported by documentary evidence.
- j. In the event that the Contractor fails to demonstrate any of the conditions set out at 15.i.(1)-(3), the Authority may reject such request for payment.
- k. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.
- l. The Contractor shall include provisions equivalent to those set out in this Condition in all relevant sub-contracts.

16. Environmental Requirements

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

17. Contractor's Records

- a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

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

18. Notices

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

instrument; or

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

19. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

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

21. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each

Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEFSTAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).

- b. Any marking method used shall not have a detrimental effect on the strength, serviceability, or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

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

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
 - (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of DEFSTAN 81-041 (Part 1). In addition, the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e., point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in

accordance with clauses 22.h to 22.k References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and

- (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.h to 22.j(5).
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety at Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and
 - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities, or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
 - (1) The Safety of Lives at Sea Regulations (SOLAS) 1974 (as amended); and
 - (2) The Air Navigation (Amendment) Order 2019.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 0 and 22.f(8) as follows:
 - (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.
 - (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES SEOC SCP-SptEng-Pkg
MOD Abbey Wood
Bristol,
BS34 8JH

Tel. +44(0)30679-35353

DESLSOC-SpSvcS-SptEng-Pkg1@mod.gov.uk
 - (b) The MPAS Documentation is also available on the DEFSTAN website.
 - (2) MLP shall be designed to comply with the relevant requirements of DEFSTAN 81-041, and be capable of meeting the appropriate test requirements of DEFSTAN 81-041 (Part 3). Packaging

designs shall be prepared on a SPIS, in accordance with DEFSTAN 81-041 (Part 4).

- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
 - (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
 - (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
 - (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
 - (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
 - (8) The documents supplied under clause 22.f(5) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their Subcontractor is the PDA they shall:
 - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 0.
 - (b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
 - i. a list of all SPIS which have been prepared or revised against the Contract; and
 - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g(1)(a).
 - (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - (3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g(1)(a).
 - (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g(1) and 22.g(1)(a).

- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
 - (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with DEFSTAN 81-041 (Part 6) and this Condition as follows:
 - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - (b) Each consignment package shall be marked with details as follows:
 - i. name and address of consignor;
 - ii. name and address of consignee (as stated in the Contract or order);
 - iii. destination where it differs from the consignee's address, normally either:
 - (i) delivery destination / address; or
 - (ii) transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - (iii) the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (iv) If aggregated packages are used, their consignment marking, and identification requirements are stated at clause 22.k.
 - (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - (a) description of the Contractor Deliverable;
 - (b) the full thirteen-digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / framework, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with DEFSTAN 81-041);

- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.
- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in DEFSTAN 81-041 (Part 6). As a minimum the following information shall be marked on packages:
 - (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in DEFSTAN 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
 - (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;

- (f) the CP&F-generated shipping label; and
- (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 24.e5 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in DEFSTAN 81-041 (Part 1) "Packaging of Defence Materiel". DEFSTANs, NATO Standardisation Agreements (STANAGs), and further information are available from the DEFSTAN internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including DEFSTAN or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and DEFSTAN 81-041, the Contract shall take precedence.

23. Plastic Packaging Tax

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

relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

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

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

- a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. The Contractor shall provide to the Authority:
 - (1) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (2) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (3) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.b above:
 - (1) if the Contractor becomes aware of new information which may affect the risk management

measures or new information on the hazard, the Contractor shall update the SDS/safety information and forward it to the Authority and to the c. address listed in clause 24.i below; and

- (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details in Schedule 6 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).
- i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
 - (1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH
 - (2) Emails to be sent to:
DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk
- j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
- k. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional

cost to the Authority or to terminate the Contract in accordance with Condition 43.

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

25. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
 - (1) shall comply with the Contract Specification; and
 - (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 25, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
 - (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
 - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
 - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25 or 25.a(2)(b) or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.b(3), the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25 or 25.a(2)(b) or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).
- g. Notwithstanding clause 25.b(3), if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
 - (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

- h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25 or 25.a(2)(b), or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
 - (1) verify the forest source of the timber or wood; and
 - (2) assess whether the source meets the relevant criteria of clause 25.a(2)(b).
- i. The statistical reporting requirement at clause 25.i applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).
- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
 - (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
 - (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan, the CofC shall be in English unless stated otherwise in the Contract. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery and the CofC will clearly detail the Articles (quantities, part numbers, batch numbers, NSNs etc) that are contained in a specific delivery.
- b. Each CofC shall be clearly identified as a conformity document and should include the wording "Certificate of Conformity" (or similar) in the title of the document to allow for easy identification.
- c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).

d. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number and/or CP&F (Contracting, Purchasing and Finance) Purchase Order Number;
- (4) Details of any approved concessions (clearly linked to the relevant item);
- (5) Acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) Line item numbers when there is more than one line item on the CofC;
- (9) Description of Contractor Deliverable, including part number, specification and configuration status;
- (10) NATO Stock Number (NSN) (where allocated);
- (11) Identification marks, batch and serial numbers in accordance with the Specification;
- (12) Quantities;
- (13) A signed and dated statement by the Contractor's Authorised Personnel that the Contractor Deliverables comply with the requirements of the Contract and approved concessions. The signing of the CofC may be in the form of a signature or traceable stamp. The Contractor's Authorised Personnel shall mean a competent person appointed and authorised by the Contractor to sign a CofC.

Exceptions or additions to the above are to be documented.

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

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified

in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

- (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.a; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.b(5).

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
 - (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - (2) the time limit in which to reject the Contractor Deliverables defined in clause 3030.a has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

- b. Rejection of any of the Contractor Deliverables under clause 0 shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
- (1) notify the Contractor in writing of its suspicion and reasons therefore;
 - (2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
 - (3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);
 - (4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
 - (5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.
- d. Where the Authority has determined that the Contractor Deliverable, part, or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part, or consignment under 30.a and 30.b (Rejection), and provide written notification to the Contractor of the rejection.
- e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:
- (1) retain any Counterfeit Materiel; and/or
 - (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;
- and such retention shall not constitute acceptance under Condition 29 (Acceptance).
- f. Where the Authority intends to exercise its rights under clause 30.e the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange, for:
- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
 - (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.
- g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance

with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

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

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

- h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.
- i. The Authority shall not use a retained Article or consignment other than as permitted in clauses 30.c – 30.j.
- j. The Authority may without restriction report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
- k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:
 - (1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or,
 - (2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

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

Licences and Intellectual Property

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation, and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:
 - (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data, and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - (a) the end user as: His Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - (b) the end use as: For the Purposes of HM Government; and
 - (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that Subcontractor. For the purposes of this Condition materiel shall mean information, technical data, and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant, and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:
- (1) the Contractor shall, or procure that the Contractor's Subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the Contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail, the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
 - (2) the Authority shall provide sufficient information, certification, documentation, and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation, and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- g. Where the Authority invokes clause 33.d or 33.e(2) the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation, and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
- k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
- (1) a non-UK export licence, authorisation, or exemption; or
 - (2) any other related transfer or export control,
- that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 344 (Third Party Intellectual Property – Rights and Restrictions).
- l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to clause 33.k or 33.k(1), they shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed

alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

- m. If the information to be provided under clause 0 has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clause 0.
- n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 0 or 33.l of which they become or are aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.
- o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clause 0 or 33.l of which they become aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.
- p. Where following receipt of materiel from a Subcontractor or any of their other suppliers restrictions are notified to the Contractor by that Subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 20 Business days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within 20 Business days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
- q. If the restrictions prevent the Contractor from performing their obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.q, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.
- r. In the event that the restrictions notified to the Authority pursuant to clause 0 were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.m or 33.o were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with clause 0, termination under clause 33.sq will be in accordance with Condition 43 (Material Breach) and the provisions of clause 0 will not apply.
- s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of clause 33.j, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

- t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such material is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.
- u. Where:
 - (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 33.r or 33.s or both; or
 - (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Condition 422 (Termination for Convenience) and as referenced in the Contract.

- v. Pending agreement of any amendment of the Contract as set out in clause 33.p or 33.t, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

- a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:
 - (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
 - (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
 - (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

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

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

- c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:
- (1) the Authority has made or makes an admission of any sort relevant to such question;
 - (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
 - (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;
 - (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.b does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
- g. If, under clause 34, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
 - (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
- h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred

by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
 - (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.
- k. Where authorisation is given by the Authority under clause 34.d, 34.e or 34.f, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
 - (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document, or information for the purpose of performing the Contract; and
 - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents, and employees against liability, including costs as a result of:
 - (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
 - (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
 - (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents, and employees against liability, including costs as a result of:
 - (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only

to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

- (1) clauses 34 – 34.l(3) represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
 - (3) a Party against whom a claim is made, or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
 - (4) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
 - (5) following a notification under clause 34.n(2), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made, or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
 - (6) the Party conducting negotiations for the settlement of a claim, or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
- p. Nothing in Condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.
- q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

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

- (1) DEFCON 15 – including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 – including copyright material supplied under clause 5;
 - (3) DEFCON 91 – limitations of Deliverable Software under clause 3b.
- s. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 10.
 - t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

Pricing and Payment

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to clause 35 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 36.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

37. Value Added Tax and other Taxes

- a. The Contract Price excludes any UK output Value Added Tax (VAT) chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor

Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling, they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for tax purposes. In that event, it is the Contractor's responsibility to ensure the Contract Price captures this tax.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar non-UK input taxes). However, these input taxes will be allowed where they were included in the Contract Price and it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.a above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:
 - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.e;
 - (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (3) the Authority receiving notification under both clauses 38.a(3) and 38.c(1).

- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
 - (1) is made aware of the Authority's continuing rights under clauses 38.a and 38.a(1); and
 - (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a and 38.a(1).
- d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties, or liabilities under the Contract.
- b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 39.b above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(1) after a reasonable time has passed; and
 - (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 39.b to 39.b(3).

Termination

40. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 40.40 the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration, and this clause 40.40.a shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 40 of the Arbitration Act 1996.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:
- Where the Contractor is an individual or a firm:
- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
 - (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
 - (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
 - (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
 - (6) where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:
 - (a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
 - (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

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

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 0 to 41.a(13) inclusive above.

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

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):
- (1) offer, promise, or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- d. If the Contractor, their employees, agents, or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:
- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration, or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this Condition, the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
 - (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

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

- (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42 to 42.d(2) except that:
 - (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c;
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.
- g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of their obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 43 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
 - (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

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

Additional Conditions

45. The project specific DEFCONS and DEFCON SC variants that apply to the Contract are:

- a. DEFCON 14 (Edn 11/22) - Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs
- b. DEFCON 15 (Edn 06/21) – Design Rights And Rights To Use Design Information
Note: DEFFORM 315 can be found at Schedule 24.
- c. DEFCON 16 (Edn 06/21) – Repair and Maintenance Information

Note: DEFFORM 315 can be found at Schedule 24.

- d. DEFCON 21 (Edn 06/21) – Retention of Records
- e. DEFCON 23 (Edn 06/21) (SC2)– Special Jigs, Tooling and Test Equipment
- f. DEFCON 76 (Edn 11/22) (SC2) – Contractor's Personnel At Government Establishments
- g. DECON 82 (Edn 06/21) (SC2) - Special Procedure For Initial Spares
- h. DEFCON 90 (Edn 06/21) – Copyright
To Note: This DEFCON applies to non-technical information, including but not limited to any Progress Reports/Meeting Minutes.
- i. DEFCON 91 (Edn 06/21) – Intellectual Property Rights In Software
- j. DEFCON 117 (Edn 07/21) (SC2) - Supply of Information for NATO Codification and Defence Inventory Introduction.
- k. DEFCON 127 (Edn 08/21) – Price Fixing Conditions for Contracts of a Lesser Value
Note: This DEFCON only applies to single source call-off orders or Ad-Hoc Tasking facility.
- l. DEFCON 524 (Edn 12/21) – Rejection
- m. DEFCON 524A (Edn 12/22) (SC2) - Counterfeit Materiel
- n. DEFCON 532A (Edn 05/22) (SC2) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
- o. DEFCON 540 (05/23) (SC2)– Conflicts of Interest
- p. DEFCON 550 (Edn 02/14) - Child Labour and Employment Law
- q. DEFCON 565 (07/23) – Supply Chain Resilience and Risk Awareness
Note: DEFFORM 565 can be found at Schedule 25. Where there is a change to the Contractor's supply chain at Tier 1 or Tier 2, the Contractor shall inform the Authority at the earliest opportunity, providing details of the change, and impact to qualification of the product utilising DEFFORM 565.
- r. DEFCON 595 (Edn 03/19) -Automatic Test Equipment Data Requirements
- s. DEFCON 601 (Edn 04/14) (SC) – Redundant Materiel
- t. DEFCON 605 (Edn 06/14) (SC2) – Financial Reports
- u. DEFCON 607 (Edn 05/08) - Radio Transmissions
- v. DEFCON 611 (Edn 12/22) (SC2) – Issued Property
Note: DEFFORM 316 can be found at Schedule 16 in relation to Government Furnished Information and Assets.
- DEFCON 612 (Edn 06/21) – Loss of or Damage to the Articles
- w. DEFCON 624 (Edn 08/22) (SC2) – Use of Asbestos
- x. DEFCON 625 (Edn 06/21) – Co-Operation On Expiry Of Contract
- y. DEFCON 627 (Edn 04/24) - Quality Assurance - Requirement for a Certificate of Conformity

z. DEFCON 630 (Edn 02/18) (SC2)– Framework Agreements

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

bb. DEFCON 643 (Edn 12/21) (SC2) – Price Fixing

Note: This DEFCON only applies to single source call-off orders or Ad-Hoc Tasking facility.

cc. DEFCON 645 (Edn 12/21) – Export Potential

Note: MOD Form 1686 can be found at Schedule 17 and DEFFORM 528 found at Schedule 18.

dd. DEFCON 647 (Edn 03/24) (SC2) - Financial Management Information

Note: Annex A can be found at Schedule 27.

ee. DEFCON 649 (Edn 12/21) – Vesting

ff. DECON 658 (Edn 10/22) (SC2) – Cyber

Note: for the purposes of DEFCON 658 - Cyber, the Cyber Risk Profile has been assessed as 'Very Low', the Supplier Assurance Questionnaire is detailed at Schedule 19 to the terms and condition of this contract. The Risk Assessment Reference is: RAR-240321A02

gg. DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements

Note: for the purposes of DEFCON 660, the Security Aspects Letter can be found at Schedule 20.

hh. DEFCON 670 (Edn 02/17) (SC2) - Tax Compliance

ii. DEFCON 674 (Edn 03/21) - Advertising Subcontracts

jj. DEFCON 678 (Edn 09/19) - SME Spend Data Collection

kk. DEFCON 694 (Edn 07/21) – Accounting For Property Of The Authority

ll. DEFCON 703 (Edn 06/21) - Intellectual Property Rights - Vesting In The Authority

Note: applicable to Ad Hoc Tasking.

mm. DEFCON 707 (Edn 10/23) - Rights in Technical Data

46. The special Conditions that apply to the Contract are:

a. IFRS16 (International Financial Regulation Standards)

- (1) The Contractor must notify the Authority as soon as reasonably possible, if at any point during the term of the contract there is a need for them to acquire an asset(s), or hire equipment, machinery, or buildings/floor space (for example) as defined by IFRS16, in order to fulfil the obligations and deliverable(s) of the contract.

b. Cyber Security

- (1) The Authority requires the Contractor to maintain Cyber Essentials Certification in relation to this requirement for the duration of the Contract in conjunction with DEFCON 658, DEFSTAN 05-138.

c. Safety

- (1) The contractor shall ensure that the Equipment is safe to operate and maintain and that the requirements stipulated in the Contract for the safety of the Equipment are met in full. In

performing the Contract, the Contractor shall comply with his statutory duties and obligations relating to safety and shall be responsible for ensuring that none of the Contract requirements cause him to be in breach of any statutory duty or obligation relating to safety.

- (2) If after the contract is made, it appears that any specification or other Contract Condition agreed between the Authority and the Contractor may render the Contractor in breach of any statutory duty or obligation relating to safety, he shall immediately draw the fact to the Authority's attention.
- (3) The Authority may, without any prejudice to any of its rights under the Contract, require the Contractor to vary each such Condition at his own expense in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety. Nothing in the Contract, or in any other document created or signed on behalf of the Authority in connection with it, shall constitute a written undertaking for the purposes of Section 6(8) of the Health and Safety at Work Act 1974 relieving the Contractor of any of his duties under section 6 of the Act.
- (4) The Authority shall be entitled to reject the Equipment if any of the safety requirements set out in the contract are not met in full. The Contractor shall provide access to records, including Sub-contractor records, for Contract purposes, to enable the MOD-appointed Independent Safety Auditor to carry out safety audits and other assessment activities to meet MOD safety requirements.

d. Warranty

(1) General

- (a) The Parts and Labour Warranty shall guarantee each Article against failure under the terms stated below, for 12 (Twelve) months. The period of Warranty for each Article shall commence from the date on which the Article is issued from MOD Donnington to the User Unit. This Warranty is given to the Authority or its authorised representative, hereinafter referred to as the Authority. The Warranty provides full parts and labour coverage for design, workmanship, or material failure of any part of the Article supplied as original equipment.
- (b) The Contractor undertakes that the Articles supplied against the Contract including all components supplied thereon by the Contractor as original equipment will be free from defect in design, materials and workmanship under normal use and service. The Contractor's obligations under this Warranty being limited to repairing or replacing any component or assembly, which proves to be defective. The Warranty provides full parts and labour cover against any failure of any part of the Article supplied as original equipment.

(2) Exclusions

- (a) This Warranty shall not apply in respect of damage caused by:
 - i. Any use or maintenance of the Article not in accordance with the instructions described in the technical documentation and training provided by the Contractor;
 - ii. Any use or maintenance of the Article performed by non-authorised personnel;
 - iii. War and peacekeeping operations resulting in battle damage;
 - iv. Misuse or neglect; and
 - v. Any alterations, modifications or attachments made to the Article without the Contractor's approval

- (3) The Contractor shall not be liable under this Warranty to carry out:
 - (a) Normal maintenance services and adjustments; and
 - (b) Repairs to remedy fair wear and tear to any component.
- (4) Applicable Countries
 - (a) The Parts and Labour Warranty applies worldwide
- (5) Warranty Repairs
 - (a) Articles for repair are to be submitted to the Contractor once the repair has been verified as an acceptable warranty claim. The dismantling and/or refitting of parts to return the Article to a serviceable condition shall be carried out by the Contractor at no charge to the Authority. This is to include any necessary cleaning, testing and certification required by the repair.
 - (b) An Article or part present to a Contractor for Warranty work shall be accompanied by the form detailed in Schedule 12 – Ad-Hoc Tasking indicating that the repair is a warranty repair. The Repair Request Form shall be submitted to the Contractor within 90 (ninety) days of the warranty event.
 - (c) The Contractor shall complete the warranty work within the turnaround times specified in Schedule 12 -Ad-Hoc Tasking. for the appropriate level of repair.
 - (d) In the event that warranty is disputed or rejected by the Contractor, the matter shall be resolved between the Contractor and the Dismounted Close Combat (DCC) Team. The Contractor shall inform the Project Manager of such disputes in writing within 24 (Twenty-four) hours of the dispute being identified.
 - (e) Any Warranty defect identified by the Authority in material or workmanship must be communicated to the Contractor within 90 (ninety) days after date of recorded failure. During operational deployment reasonable endeavours will be made by the Authority to communicate warranty information within 90 (ninety) days of the recorded failure.
- (6) Replaced Part Warranty
 - (a) Should any component fail within the Warranty Period as a result of a manufacturing or material defect, the Contractor shall undertake, at no cost to the Authority, to repair or replace the component free of charge.
 - (b) Any part replaced by the Contractor free of charge to the Authority under this Warranty, or any approved repairs, shall be guaranteed for 12 (Twelve) months from the date that the replacement part is fitted in the Article.
- (7) Maintenance
 - (a) Where the Authority carried out routine maintenance or servicing, this will not invalidate the Warranty provided that the maintenance procedures comply with the Technical Manuals and relevant training provided by the Contractor.
- (8) Warranty Liability
 - (a) Liability under this Warranty is limited, at the discretion of the Contractor, to the

replacement or repair free of charge of such parts that are judged to be defective under the terms of this Warranty provided that:

- i. Such defects are repaired by the Contractor; and
 - ii. Articles have been stored in accordance with the Contractor's recommended maintenance procedures; and
 - iii. All work is carried out in accordance with Technical Documentation & Training provided by the Contractor and generally accepted engineering practices;
 - iv. Only parts approved by the Contractor have been used to repair and maintain the Article, except where common items have been fitted that are the same or equivalent technical specification as the original Contractor-supplied part and have been NATO codified as such;
 - v. Any identity numbers, marks, warning, or operating labels have not been altered, displaced, or removed unless with the Contractors consent.
- (b) The Contractor shall not be responsible for the quality of any work carried out in the Authority's workshop except that the Contractor remains responsible for the quality of spares and the completeness and accuracy of the Technical Documentation as supplied to the Authority.
- (c) For Warranty repairs carried out in the Authority's workshops replaced warranty parts become the property of the Contractor after a claim is accepted. Parts replaced by the Authority will be held for 90 (ninety) days for inspection by the Contractor, after which the Authority may dispose of these parts and the cost of such disposal will be charged to the Contractor.

(9) General Provisions

- (a) Any dispute hereunder shall be dealt with in accordance with condition 39 – Dispute Resolution.
- (b) This Warranty shall be governed by and construed in accordance with the laws of England.
- (c) This Warranty shall be entirely without prejudice to the Authority's rights and remedies under the Contract or otherwise including (without limitation) rights and remedies relating to terms and conditions implied by law.

e. Limitations on Liability

Definitions

- (1) In this Condition 46.e the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:
- (a) "Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;
 - (b) "Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:
 - i. UK GDPR;

- ii. DPA 2018; and
 - iii. the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;
- (c) "Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents, or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;
 - (d) "DPA 2018" means the Data Protection Act 2018;
 - (e) "Law" means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance, or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;
 - (f) "Service Credits" means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in the contract;
 - (g) "Term" means the period commencing on the date on which this Contract is signed and ending on the expiry of 7 years or on earlier termination of this Contract.
 - (h) "UK GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

- (2) Neither Party limits its liability for:
 - (a) death or personal injury caused by its negligence, or that of its employees, agents, or sub-contractors (as applicable);
 - (b) fraud or fraudulent misrepresentation by it or its employees;
 - (c) 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
 - (d) any liability to the extent it cannot be limited or excluded by law.
- (3) The financial caps on the Contractor's liability set out in Clause 46.e.(4) and 46.e.(5) below shall not apply to the following:
 - (a) for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
 - i. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions)

- (b) for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
 - i. the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);
- (c) breach by the Contractor of DEFCON 532B and Data Protection Legislation.
- (d) 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.
- (e) For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 46.e.(4) and/or 46.e.(5) below. DEFCON 811 is not applicable for this contract.

Financial limits

- (4) Subject to Clauses 46.e.(1) and 46.e.(2) and to the maximum extent permitted by Law:
 - (a) throughout the Term, the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed (except in the circumstances stipulated in 46.e.(4).(b):
 - i. in respect of DEFCON 76 (SC2) £5,000,000 in aggregate;
 - ii. in respect of Condition 42b £5,000,000 in aggregate;
 - iii. in respect of DEFCON 611 (SC2), £5,000,000 in aggregate; and
 - iv. in respect of condition 27d £5,000,000 in aggregate.
 - (b) without limiting Clause 46.e.(4).(a) and subject always to Clauses 46.e.(2), 46.e.(3) and 46.e.(4).(c), the Contractor's total liability throughout the Term in respect of all other liabilities, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £ 5,000,000 in aggregate. However, in the event the Authority establishes that a requirement may be over the value of £5,000,000, the Limitation of Contractor's Liability (LOCL) caps shall be re-assessed on an individual call-off Contract basis in relation to the 5 Heads of Loss. If any amendments apply to the LOCL pre-agreed caps, these shall be stipulated within the call-off Contract Request for Proposal (RfP) and relevant to the individual call-off.
 - (c) on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 46.e.(4).(a) and 46.e.(4).(b) above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 46.e.(4).(a) and 46.e.(4).(b) of this Contract.
- (5) Subject to Clauses 46.e.(1), 46.e.(3), 46.e.(3)(c) and 46.e.(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.
- (6) Clause 46.e.(5) shall not exclude or limit the Contractor's right under this Contract to claim for

the Charges.

Consequential loss

- (7) Subject to Clauses 46.e.(1), 46.e.(2) and 46.e.(8), neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
- (a) indirect loss or damage;
 - (b) special loss or damage;
 - (c) consequential loss or damage;
 - (d) loss of profits (whether direct or indirect);
 - (e) loss of turnover (whether direct or indirect);
 - (f) loss of business opportunities (whether direct or indirect); or 46.e.(7) damage to goodwill (whether direct or indirect),
 - (g) even if that Party was aware of the possibility of such loss or damage to the other Party.
- (8) The provisions of Clause 46.e.(7) shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
- (a) any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - i. to any third party;
 - ii. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - iii. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (b) any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
 - (c) the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
 - (d) 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;
 - (e) damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
 - (f) 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;

- (g) 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) 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
- (i) 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

- (9) If any limitation or provision contained or expressly referred to in this Condition 46.e is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 46.e.

Third party claims or losses

- (10) Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
 - (a) 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
 - (b) 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

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

f. **Delivery Process for deliveries to LCS Managed Depots**

- (1) The Contractor and or any of its subcontractors shall comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Supplier Manual known as the "LCST Supplier Manual" in respect of all goods which are:
 - (a) supplied by the Contractor or any of its subcontractors under this contract; and
 - (b) which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No. [LCST/0001]) ("LCS(T) Managed Depots").

g. **Modern Slavery**

- (1) The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:
 - (a) the Modern Slavery Act 2015; and
 - (b) the Authority's anti-slavery policy as provided to the Supplier from time to time.
- (2) The Supplier shall:
 - (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
 - (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
 - (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
 - (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract; and
 - (e) implement a system of training for its employees to ensure compliance with the Slavery Act.
- (3) The Supplier represents, warrants and undertakes throughout the Term that:
 - (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world;
 - (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
 - (c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
 - (d) has been convicted of any offence involving slavery and trafficking; or
 - (e) has been or is the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offence regarding slavery and trafficking.
- (4) The Supplier shall notify the Authority as soon as it becomes aware of:
 - (a) any breach, or potential breach, of the Anti-Slavery Policy; or
 - (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.
- (5) If the Supplier notifies the Authority pursuant to paragraph 46.k.4 of this condition, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- (6) If the Supplier is in Default under paragraphs 46.k.(3).(b) or 46.k.(3).c of this condition the

Authority may by notice.

- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- (7) Where requested by the Authority, the Supplier shall submit a Modern Slavery Assessment Tool (MSAT) Schedule 26 within 60 working days of receipt of request.

h. Progress Monitoring, Meetings and Reports:

- (1) The Contractor shall attend progress meetings (Currently electronically via Skype, Microsoft Teams, In Person etc) at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. The Authority considers meetings as standard working practice to assistance in delivering under the contract and as such are not to be chargeable.

i. NATO Codification

- (1) Notwithstanding DEFCON 117 Codification shall be conducted via the EMDaD Service Provider. Contractors shall be cooperative in any documentation required to conduct this process. To note where products are already codified, there is no need for repeat codification. In addition, the Contractor is to note that without an NSN, deliveries of any SOR Items will not be accepted to any location under this Contract and the Authority shall not be responsible for any delays that are incurred as a result.

j. Insurance

- (1) The Contractor must hold the minimum level of insurance required by law for the duration of the contract.
- (2) In the United Kingdom the current statutory insurances are Employers Liability Insurance and Motor Third Party Liability Insurance.
- (3) Where a Contractor seeks to limit their financial liability under Head of Loss DEFCON 76 – Contractor's Personnel at Government Establishments the contractor must confirm the existence of, scope and level of any relevant Public Liability insurance, Products Liability Insurance and / or Property Damage Insurance held by the contractor.
- (4) Where the Contractor intends to mitigate against the risks associated with the Heads of Loss, the contractor must provide details of any insurance provisions they intend to use.

k. Integrated Logistics Support (ILS)

- (1) All ILS will be conducted in accordance with the Statement of Work (SOW) at Schedule 11.

l. Earned Value Management (EVM)

- (1) This is addressed within the SOW at Schedule 11. EVM is expected to be minimal and delivery requirements are expected to be clear within any individual call-off Contracts.

m. Configuration Control Management

- (1) The Contractor shall manage Configuration Control in accordance with the SOW at Schedule 11.

n. Quality Assurance Representative (QAR)

- (1) All Reference to the GQAR in the documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of the DEFFORM 111 (Annex A to Schedule 3).

o. Tax Compliance

- (1) The Contractor represents and warrants that as at the Effective Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non Compliance.
- (2) If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
 - b) promptly provide to the Authority: i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- (3) In the event that:
 - (a) the warranty given by the Supplier pursuant to Condition 46.p.(1) is materially untrue; or
 - (b) the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Condition 46.p.(2); or
 - (c) the supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority, are acceptable the Authority shall be entitled to terminate this Agreement by giving a Termination Notice to the Supplier.
- (4) "Occasion of Tax Non-Compliance" means:
 - (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
 - (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion
- (5) "DOTAS" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

- (6) “General Anti-Abuse Rule” means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
- (7) “Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.
- (8) “Relevant Tax Authority” means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

p. Russian and Belarusian Products

- (1) The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - (a) the Contractor Deliverables and / or Services contain any Russian / Belarussian products and / or services; or
 - (b) the Contractor or any part of the Contractor’s supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:
 - i. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement;
 - ii. and / or which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
- (2) The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and / or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and / or entities on the provision of the Contract Deliverables and / or Services.
- (3) The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and / or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority’s written concerns, for the Authority’s consideration.
- (4) The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

q. Scope of Requirement

- (1) The Authority will have the option to procure up to circa £38.75M (ex VAT) Electro-Magnetic Detect and Defeat and associated ancillaries throughout the life of the Contract.
- (2) Undertake the some optional In-Service Support as detailed in individual Call-Off Orders.

47. The processes that apply to the Contract are:

a. CP&F

- b. **Defence Sourcing Portal (DSP)**
- c. **EMDaD Framework Processes**

EMDaD Framework Processes

1. Request for Proposal (RfP)

- a. Upon receipt of a requirement from the Front-Line Commands, throughout the duration of the Framework Agreement, the Authority shall issue through a Request for Proposal (RfP) its requirements to the Framework Contractors. These requirements shall be classified under requirement types:
 - i. Detect; or
 - ii. Defeat; or
 - iii. Detect and Defeat; or
 - iv. Associated Systems

These requirement types are dynamic and may change on a case-by-case basis.

- b. The sequence and timescales of the release of an RfP shall be determined by the priorities of the Authority.
- c. Where a capability that meets the Authority's requirements does not already exist within the Framework Catalogue, the Authority's Commercial or Project Management Representative as specified in DEFFORM 111 shall issue a RfP to the Contractors on the Framework.

2. Product Evaluation

- a. There are four stages to product evaluation. These are:
 - i. Stage 1: Initial Paper Down Select
 - ii. Stage 2: Primary Spectrum Test
 - iii. Stage 3: Performance Trial
 - iv. Stage 4: Qualification

Stage 1: Initial Paper Down Select

- b. The Contractors response to the RfP by the date specified shall include free of charge as a minimum:
 - i. Technical documentation on the proposed product; and
 - ii. Evidence statements to show compliance against the Authority's Requirement; and
 - iii. A Product User manual

to enable the Authority to review proposals against the requirements. This will enable the Authority to down select those products for which Contractors shall be invited to provide their product for evaluation at stages 2 to 4.

Stages 2 to 4 - Primary Spectrum Test, Performance Trial and Qualification

- c. The Authority shall invite the Contractors successful at Stage 1:
 - i. to deliver their product(s) free of charge to the Authority's SME Service Provider, who will conduct and manage the remaining stages of the Evaluation;
 - ii. to attend the Performance Trial; and
 - iii. collect their product(s) at their own expense at the end of the trial.
- d. The Authority/SME SP shall conduct an inspection of each item, with the Contractor in attendance where possible, to provide written agreement of any pre-existing damage/defects prior to taking the product(s) into the SME SP's possession.
- e. For the avoidance of doubt, there shall be no transfer of ownership of the product(s) from the Contractor to the Authority or to the SME SP.
- f. In the event any damage occurs to the product(s) during the Evaluation, the Authority shall conduct an investigation in accordance with DEFCON 637 – Defence Investigation and Liability to determine who is responsible for the damage and therefore liable for any damages to the product(s).

3. Post Product Evaluation

- a. When product(s) pass evaluation, the Authority shall Amend the Contractors Framework Agreement to add the Qualified product to the Framework and add the product to the Framework Catalogue, enabling product(s) to be available for order.
- b. If a product(s) does not meet the requirement at qualification, it will be classed as non-compliant and will not be added to the Framework Catalogue. However, these product(s) can be resubmitted for future requirements in response to an RfP.
- c. Contractors shall have opportunities to add product(s) onto the Framework Catalogue for new requirements. Product Qualification shall be conducted on a requirement basis; However, the Authority reserves the right to alter the frequency of these events.
- d. To note, no Minimum Order Quantities (MOQ) shall apply to the product(s) on the Framework Catalogue.

4. Procurement Procedure

- a. Upon receipt of a requirement from the Front-Line Commands, throughout the duration of the Framework Agreement, the Authority shall determine whether or not a qualified product that meets the requirements already exists on the Framework Catalogue.
- b. Where no qualified product(s) exist on the Framework Catalogue that meets the capability requirement from the Front-Line Commands, the Authority shall issue an RfP as detailed in paragraphs 1 to 3 above. Where a qualified product exists on the Framework Catalogue, the Authority shall issue to the Contractor(s) a request for Quote (RfQ) for products that have been qualified.

5. Request for Quote (RfQ)

- a. Where there is only one qualified product on the Framework Catalogue that meets the Authority's requirement, the RfQ will be issued under a Single Source basis. Where there is more than one qualified product on the Framework Catalogue that meets the Authority's requirement, the RfQ will be issued under a Competitive basis.
- b. Only products with active orders shall require codification in accordance with the Terms and Conditions of the Framework Agreement and associated Schedules.
- c. Where any call-off order is placed with a Contractor, the Contractor shall agree with the Authority to having "Open Book" visibility of any subcontractors.
- d. The Authority shall specify on the RfQ the location for the products to be delivered. In most cases this will be to the SME SP unless otherwise informed by the Authority.

6. Single Source

- a. The Authority shall issue a Request for Quote (RFQ) to the one Contractor that has a qualified product on the Framework Catalogue that meets the Authority's requirements.
- b. The Contractor shall comply with the principles of non-Qualifying Defence Contract DEFCONs where the requirement is valued under £5,000,000 (Five Million Pounds Sterling). The DEFCONs that apply are:
 - i. DEFCON 802 (Edn 12/15) – QDC: Open Book on sub-contracts that are not Qualifying Sub-Contracts
 - ii. DEFCON 811 (SC2) (Edn 11/17) – Single Source: Profit and Loss Sharing on Firm/Fixed Price Contracts
 - iii. DEFCON 812 (Edn 04/15) – Single Source Open Books
 - iv. DEFCON 814 (SC2) (Edn 11/17) – Single Source Confidentiality of Open Book and Reporting Information
 - v. DEFCON 815 (Edn 04/15) – Contract Pricing Statement – Single Source Non-qualifying contracts

Or

- c. The Contractor shall comply with the principles of Qualifying Defence Contract DEFCONs where the requirement is valued over £5,000,000 (Five Million Pounds Sterling). The DEFCONs that apply are:
 - i. DEFCON 800 (Edn 12/14) – Qualifying Defence Contract
 - ii. DEFCON 801 (SC2) (Edn 11/17) – Amendments to Qualifying Defence Contracts – Consolidated versions.
 - iii. DEFCON 804 (SC2) (Edn 11/17) – QDC: Confidentiality of Single Source Contract Regulations Information

- d. whilst the overarching Framework Agreement is a competition, the principles of QDC shall apply to any single source call-off orders. The Contractor shall be required to demonstrate that costs presented are 'Allowable' in accordance with Appropriate, Attributable and Reasonable (AAR) methodology as stipulated within the Single Source Contracting Regulations (SSCR 2015).
- e. This shall include the submission of a proportionate Cost Breakdown Structure, and 4-step profit formula.

7. Competition

- a. The Authority shall issue a Request for Quote (RfQ) to all Contractors that have a qualified product on the Framework Catalogue that meets the Authority's requirements.
- b. The RFQ will seek from the Contractors the quantity available, delivery timescales and price for the selected qualified products on the Framework Catalogue.
- c. The Contractors quotation must detail how many systems the Contractor is able to deliver within specified timescales. Where the Authority identifies a Contractor can only fulfil part of an order within the specified timescale, the Authority reserves the right to procure the full quantity of the requirement from several Contractors where time is of the essence.
- d. The Authority shall specify within the RfQ at the time of issue, the evaluation criteria for the mini competition and the date by which the Contractors Quotation is to be submitted. This will vary from one RfQ to another. In most instances, Contractors will have a maximum of ten working days to respond to the RfQ.
- e. Upon receipt of the Contractors quotations, the Authority shall evaluate the proposal in accordance with the specified evaluation criteria within the RfQ. Once evaluated, a Tender Evaluation Panel (TEP) shall be chaired to validate the successful bid(s).
- f. The TEP shall comprise of Suitably Qualified and Experienced Personnel (SQEP) from within Defence Equipment & Support, Soldier Training & Special Programmes, Dismounted Close Combat (DE&S STSP DCC) team. As a minimum the TEP shall comprise of representatives from Commercial, Project and Quality functions.
- g. The TEP shall be chaired by DES LE STSP-DCC-ComrcI-SCO or their authorised representative. It is expected the TEP shall consist of the following Independent people (subject to availability) but as a minimum each function shall be represented:
 - i. Commercial DES LE STSP-DCC-ComrcI-SCO
 - ii. Project Management DES LE STSP-DCC-STALETH-Proj-Ldr
- h. The TEP has the final decision on the outcome of the competitive process. Once the outcome has been ratified, those involved in the competition will be informed of the decision and a call off order awarded to the winner. A formal standstill period shall not apply to the award of each call off order.
- i. Following the award of the call-off order, a "Kick Off" meeting shall be held between the Contractor, the SME Service Provider and the Authority. However, the SME Service Provider will not be involved in discussions considered Commercially Sensitive either by the Contractor or the Authority.

8. Framework Management

- a. The Authority shall conduct an annual meeting via MS Teams with all Contractors on the Framework Agreement to provide a non—committal forward plan in relation to:
 - i. potential upcoming requirements for the financial year;
 - ii. potential qualification opportunities;
 - iii. any other relevant information; and
 - iv. Development opportunities.
- b. In order to remain valid on the framework, the Contractor is required to submit to the Authority on an annual basis:
 - i. A valid ISO 9001 accreditation;
 - ii. Updated Contractor Assurance Questionnaire to the Cyber Risk;
 - iii. Updated Statement Relating to Good Standing; and
 - iv. Updates to raw data support information.
- c. In the event the Contractor does not provide the abovementioned information, the Contractor shall become inactive and shall not receive RfPs or RfQs until such a time that the information has been provided.

9. Product Support

- a. An option contained within the RfQ is for the Contractor to provide pricing information for support of the qualified product should the Contractors product be procured by the Authority and support requested.
- b. The Contractor must be prepared to provide information to support at least:
 - i. Inspection;
 - ii. Initial Spares and Spares packages/price list;
 - iii. Repairs;

10. Ad-Hoc Tasking

- a. Any required activity under Schedule of Requirements Item 7 (where exercised) shall be placed on a tasking basis and shall be specified and authorised by the Authority by means of a Task Authorisation Form (TAF) at Schedule 12.
- b. All tasks shall use a uniquely sequentially numbered serial number to be allocated by the Authority to be used in all correspondence. The Contractor may allocate additional references numbers for the convenience of their own internal systems.

- c. All TAF Part 1 SORs shall be issued via the Commercial Officer detailed at DEFFORM 111. In the event the Contractor receives a TAF Part 1 provided by anyone other than the Commercial Officer detailed at DEFFORM 111, or the TAF is still in 'DRAFT' format, it will be considered null, and void and the Contractor shall not complete Part 2.
- d. Upon receipt of an authorised TAF Part 1, the Contractor shall submit a quotation within ten business days, to be valid for acceptance by the Authority for at least ninety business days from confirmation of receipt of quotation. This quotation will be signed and submitted in soft copy (MS Office/PDF format) and be capable of being easily printed. The TAF Part 2 quotation shall include:
 - i. Full cost breakdown including but not limited to; indirect/direct labour hours, materials, expenses, bought-out and sub-contract elements utilising any Agreed Rates with the Authority via a Questionnaire on Method of Allocation of Costs (QMAC) to enable agreement of a price;
 - ii. An overall timescale/completion date, detailing dates of all deliverables required. Tasks shall be supported by a project schedule where appropriate;
 - iii. A compliance matrix showing the extent of the Contractor's compliance with the terms and conditions of the task and the requirements detailed at Part 1 or a suitable statement confirming full compliance;
 - iv. Any applicable assumptions, dependencies or exclusions;
 - v. Details of any requirements for GFA including but not limited to; the description of item, quantity required, start and finish dates for GFA, location, type of loan, and any other information necessary; and
 - vi. A statement about any IPR restrictions applying to any deliverables.
 - vii. Travel and Subsistence required in performance of the TAF shall be quoted separately within the task and shall be based on actual Travel and Subsistence claims incurred. Estimations of anticipated claims shall be submitted to the Authority in TAF Part 2 for assessment and approval. Revised actuals must be submitted to the Authority for assessment and approval with justification for deviance from the estimation submitted prior.
- e. In the event that the completion of a TAF necessitates moving items across borders, the Contractor shall be responsible for managing the import/export in accordance with DEFCON 621B (Edn. 10/98) – Transport (If Contractor Is Responsible for Transport). If an item is single military use (as opposed to dual use) the Authority must be notified in order to arrange a Crown Exemption prior to the Contractor managing the import/export. Crown Exemption requests are normally processed within ten working days.
- f. On receipt of a completed TAF Part 2, the Authority shall review the proposal and where content, issue a TAF Part 3, following any clarification or negotiations in respect of any one of the following:
 - i. To request a revised time/cost quotation or a new time/cost quotation;
 - ii. To cancel or postpone prior to task commencement; or

- iii. To terminate or postpone any work previously authorised and negotiate an appropriate cancellation or change to the TAF to be implemented by an Amendment to Contract in accordance with DEFCON 503.
- g. No work shall be undertaken on the proposed task until the order has been authorised by the Authority at Part 3 of the TAF. On completion of the Task, the Contractor shall complete and return the TAF Part 4 to the Authority. Payment shall be made on completion of the task in accordance with DEFCON 522. Acceptance shall be detailed within Part 1 of the TAF and where not specified, shall be in accordance with DEFCON 525 and Acceptance Procedure detailed at Schedule 8.

11. Import/Export Licences

- a. It is acknowledged that there can be significant time delays in relation to securing delivery of products from Contractors where export/import licences apply.
- b. The £1 consideration overarching Framework Agreement shall operate as the Contractor's ability to request and receive any relevant export/import licences for the duration of the Framework Agreement.
- c. This shall remove any barriers to Contractors with import/export licences pre-approved in advance of any call-off orders.
- d. Where there are any issues in securing these licences, the Contractor shall notify the Authority's Commercial Representative detailed within the DEFFORM 111.
- e. The EMDaD SME Service provider (TBC) will be stipulated as an end-user in order for them to conduct the evaluation and qualification work required to successfully place the items on the Framework. Once determined, the details of the EMDaD SME Service Provider shall be provided by the Authority.
- f. Leidos shall also be stipulated as an end-user upon the import/export licence for the purposes of delivery and/or support.

12. Social Value

- a. The UK Public Services (Social Value) Act came into force on 31 January 2013 which require public services to think about how they can also secure wider social, economic, and environmental benefits through the contracts that are placed. The UK Government Policy Paper - Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts sets out how Government Departments should take account of social value in the award of central government contracts by using the Social Value Model.
- b. Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity.
- c. The Social Value Model ('the Model') sets out government's social value priorities for procurement. There are five themes and eight policy outcomes which flow from these themes, as follows:

Themes	Policy Outcome
1. COVID-19 Recovery	1. Help local communities to manage and recover from the impact of COVID-19
2. Tackling Economic Inequality	2. Create new businesses, new jobs, and new skills. 3. Increase supply chain resilience and capacity.
3. Fighting Climate Change	4. Effective stewardship of the environment
4. Equal Opportunity	5. Reduce the disability employment gap. 6. Tackle workforce inequality
5. Wellbeing	7. Improve health and wellbeing. 8. Improve community cohesion.

d. For the purposes of this Framework Agreement, the following four themes apply:

- i. Tackling Economic Inequality;
- ii. Fighting Climate Change
- iii. Equal Opportunity; and
- iv. Wellbeing

e. The Theme of COVID-19 Recovery is not considered within this Framework Agreement.

f. For the avoidance of doubt, the Contractor must deliver Social Value against all four themes listed above. The Contractor can choose the Policy Outcomes that apply and which Model Award Criteria they can deliver. How they deliver Social Value, and the quantities shall be agreed as part of each individual Call-off and proposed as part of the RfQ

g. The assessment of Social Value on a Pass/Fail basis forms part of the RfQ evaluation where the competitive call off order is expected to exceed the DSPCR threshold value set at £429,809 (inc. VAT) at the time of Framework award. Please note that this value may be amended under the DSPCR 2011 Regulations in the future. Where the value of the call off order is below the threshold value, Social Value does not apply.

- h. Following the award of a Call Off order under the competitive process, The Social Value metrics shall be agreed in good faith at the Kick Off Meeting where the Authority and the Contractor shall discuss and agree the below metrics of how they intend to meet the Social Value to include but not be limited to;
- i. Key Performance Indicators (KPIs);
 - ii. A timed project plan and process, including how the Contractor shall implement their commitment and by when. Also, how the Contractor shall monitor, measure and report on their commitments.
- i. Where a Contractor is mandated by legislation to deliver Social Value, for example, via the provision of a Carbon Reduction Plan, anything already stipulated as part of business as usual, is not considered a Social Value deliverable, the Contractor would need to demonstrate something over and above this commitment.
- j. Social Value must also not be incorporated within the Contract Price.

Contract 711279452 for the Supply/Provision of Electro-Magnetic Detect and Defeat (EMDaD)

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

For and on behalf of the Company Name [insert company name in full]:

Name, Title and Company Position	
Signature	
Date	

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

Name, Title	
Signature	
Date	28/10/2024

**SCHEDULE 1 –
Definitions of Contract**

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; ord. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
Counterfeit Materiel	<p>means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:</p> <ul style="list-style-type: none">a. misleading marking of the materiel, labelling or packaging;b. misleading documentation; orc. any other means, including failing to disclose information; <p>except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.</p>
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);d. International Maritime Dangerous Goods (IMDG) Code;e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	<p>means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);</p>
DEFFORM	<p>means the MOD DEFFORM series which can be found at https://www.kid.mod.uk;</p>
DEF STAN	<p>means Defence Standards which can be accessed at https://www.dstan.mod.uk;</p>
Deliver	<p>means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;</p>
Delivery Date	<p>means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;</p>
Denomination of Quantity (D of Q)	<p>means the quantity or measure by which an item of material is managed;</p>
Design Right(s)	<p>has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;</p>
Diversion Order	<p>means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);</p>
Effective Date of Contract	<p>means the date upon which both Parties have signed the Contract;</p>
Evidence	<p>means either:</p> <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	<p>means a price (excluding VAT) which is not subject to variation;</p>

First-Tier Sub-Contractor	means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of time consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;
Lower-Tier Sub-Contractor	means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;

Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Substance	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

SOR Item Number	Bill of Materials / Manufacturer Part Number	Manufacturer Product Code	MOD NATO Stock Number	Description	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date to the Authority (UK Location)	Denomination of Quantity	Total Quantity	Currency	Firm Price Each (Excluding VAT)	Total Price (Excluding VAT)
1	N/A	N/A	N/A	Payment Consideration	As detailed in Annex A to Schedule 03	Electronic	N/A	N/A	1	GBP	£1.00	£1.00
2				Annual submission of Cyber Risk Assessment			At ITT, updated Annually	Report	7	N/A	Nil Cost	Nil cost
3				Annual submission of Statement of Good Standing								
4				Annual submission of ISO:9001 accreditation								
5				Annual update to raw data support information								
6	N/A	N/A	N/A	Deliverables stated in Schedule 11 to be submitted subject to acceptance of a call-off order.	As detailed in Annex A to Schedule 03	Electronic	Subject to call-off orders	Subject to call-off orders	Subject to call-off orders	N/A		
7	N/A	N/A	N/A	Ad-Hoc Tasking in accordance with (Schedule 12)	As detailed in Annex A to Schedule 03	Ad-Hoc Tasking in accordance with (Schedule 12)	Ad-Hoc Tasking in accordance with (Schedule 12)	Ad-Hoc Tasking in accordance with (Schedule 12)	Ad-Hoc Tasking in accordance with (Schedule 12)			
											Total Contract Value	£1.00

Contract Data Sheet

General Conditions**Condition 2 – Duration of Contract:**

The Framework expiry date shall be: 7 years post Award or until completion of all contractual deliverables.

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with: [English Law](#)

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:

Condition 7 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial:

Project Manager:

Condition 18 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: [DCC, STSP, NH3, Cedar 2b #4110, ABW, Bristol, BS34 8JH \(as per DEFFORM 111\)](#)

Contractor: [TBC](#)

Notices can be sent by electronic mail? [Yes](#)

Condition 19.a – Progress Meetings:

[Progress Meetings shall be determined on a call-off order basis and as detailed in the Statements of Work \(Schedule 11\)](#)

Condition 19.b – Progress Reports:

[The Contractor is required to submit the following Reports: As detailed in the Statements of Work \(Schedule 11\)](#)

[Reports shall be Delivered to the following address: See Box 2 of DEFFORM 111](#)

Supply of Contractor Deliverables**Condition 20 – Quality Assurance:**

- AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production.
- CoC shall be provided in accordance with DEFCON 627

- **Deliverable Quality Plan**

A deliverable Quality Plan is required in accordance with DEFCON 602A 12/17 and AQAP 2105 Edition C Version 1 NATO Requirements For Quality Plans.

Unless otherwise notified, the quality plan shall be delivered to the Quality Assurance Representative within 3 months of Call Off award.

Once the Deliverable Quality Plan has been approved by the Authority, it shall be incorporated into the Framework.

The Contractor shall be solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

- **Concessions**

For the purpose of the Framework, Concessions shall be managed in accordance with Defence Standard 05-061 Part 1 entitled "Quality Assurance Procedural Requirements - Concessions Issue 7".

- **Counterfeit Avoidance Management**

For the purposes of the Framework, Counterfeit Avoidance Management shall be managed in accordance with Defence Standard 05-135 entitled "Avoidance of Counterfeit Materiel Issue 2".

- **Configuration Control Management**

For the purposes of the Framework, Defence Standard 05-057 Issue 8 entitled "Configuration Management of Defence Materiel" shall apply. The Contractor shall manage Configuration Control in accordance with the Configuration Management Plan.

- **Contractor Working Parties**

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – entitled "Quality Assurance Procedural Requirements - Contractor Working Parties Issue 4".

- **Informative Quality Assurance Standards**

For Guidance on the application and interpretation Please use the appropriate AQAP Standard Related document (SRD). Where Government Quality Assurance is performed against this Framework, it will be in accordance with AQAP 2070 Edition B. For the purposes of the Framework, ISO 25051:2008 Software engineering - Software Product Quality Requirements and Evaluation (SQuaRE) shall apply.

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: Schedule 11 – Statement of Work

Condition 24 - Supply of Data for Hazardous Substances, Materials and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) DCC Safety Manager: Authority –

to be Delivered no later than one (1) month prior to the Delivery Date for the Call Off Deliverable or by the following date: Tender Return

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date: Tender Return

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? **Yes**

Applicable to Line Items: **As detailed in the call-off order.**

If required, does the Contractor Deliverables require traceability throughout the supply chain? **Yes**

Applicable to Line Items: **As detailed in the call-off order.**

Condition 28.b – Delivery by the Contractor:

The following line items are to be delivered by the Contractor:

Applicable to Schedule 2 - Schedule of Requirements - All line Items.

All Call Off orders shall be delivered to the SME Service Provider unless notified otherwise.

Special Delivery Instructions: **Not Applicable**

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

Condition 28.c - Collection by the Authority:

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

Special Delivery Instructions: N/A

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

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

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Consignee details (in accordance with Condition 22):

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is **thirty (30) Business days** unless otherwise specified here:

The time limit for rejection shall be Business Days

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☒

Only where specified by the Authority within the call-off order.

If required, Delivery address applicable:

Pricing and Payment**Condition 35 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:

All Prices detailed in additional Schedules shall be FIRM and stated in British Pounds (Sterling) and exclude VAT for the duration of the contract.

Termination**Condition 42 – Termination for Convenience:**

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

N/A

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

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer

Name:

Address: DE&S, STSP, DCC, MOD Abbey Wood,
#4110 Cedar 2b, Bristol, BS34 8JH

Email:



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

Name:

Address

Email:



3. Packaging Design Authority

Organisation & point of contact:

Request from the Project Manager as detailed in Box 2

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



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

Branch/Name: As detailed in Box 2



(b) U.I.N.

5. Drawings/Specifications are available from

Not Applicable

6. Intentionally Blank

7. Quality Assurance Representative:

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

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

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

9. Consignment Instructions

The items are to be consigned as follows:

Request from the Project Manager as detailed in Box 2

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

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

JSCS Helpdesk 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 DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/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.

SCHEDULE 4 –

Contract Change Control Procedure (i.a.w. clause 6.d)

Authority Changes

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

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or

5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; or ii) the date of such determination.

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received the Authority Notice of Change; or
- b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination, the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
- b. a detailed breakdown of any costs which result from the Change(s);
- c. the programme for implementing the Change(s);

- d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

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

Contractor Changes

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

SCHEDULE 5

Contractor's Commercial Sensitive Information (i.a.w. Condition 12) Form

To be submitted within Qualification Invitation

Contract No:
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

OFFICIAL

Schedule 6 to Contract No. **711279452**

SCHEDULE 6

**Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied
under the Contract (i.a.w. Condition 24):**

**Hazardous and Non-Hazardous Substances, Mixtures or
Articles Statement by the Contractor**

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

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

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☐) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:
Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH
Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

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SCHEDULE 7**Timber and Wood Derived Products Supplied under the Contract**

To be submitted within Qualification Invitation

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

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
1				
2				
3				
4				

SCHEDULE 8

Acceptance Procedure

SYSTEM ACCEPTANCE (SA) PROCESS

Delivery of Equipment:

The contractual system acceptance deliverables required under the Project, Engineering, Safety and ILS Statement of Work (Schedule 11) to this contract, should the contractor be awarded a call-off contract are detailed below.

Factory Acceptance Testing (FAT). The Authority reserves the right to conduct FAT / Pre-Delivery Inspection prior to the delivery of the first batch of systems at the manufacturing facility. In the event that this inspection is unsatisfactory, the Authority reserves the right to reject the delivery under the relevant milestone either wholly or in part.

During or following FAT the Contractor may be requested to provide additional evidence to support compliance against the Contracted Level of Performance (LoP) as stated in the Statement of Technical Requirement (Schedule 21) and/or Schedule of Requirements (Schedule 2).

The Authority reserves the right to conduct further inspections on subsequent production batches should this be considered necessary by the Authority.

System Acceptance Testing (SAT). The Authority reserves the right to conduct SAT user trials following delivery of the first batch of systems to confirm the system performs to the contracted level of performance. Dates and details of serials to be conducted as part of this trial will be communicated to the Contractor with reference to the STR. The Contractor will be invited to attend the SAT to provide technical support, observe results and respond to technical queries. In the event that this inspection is unsatisfactory, the Authority reserves the right to reject deliveries under the relevant milestone either wholly or in part until resolution activity is completed.

The SA process may also comprise key Contractor deliverables as detailed in the Schedule of Requirements (Schedule 2). This may include document deliverables associated with the delivery of the capability to demonstrate compliance against the Statement of Technical Requirement (STR) (Schedule 21).

Schedule 9 – Publishable Performance Information – Key Performance Indicator Data Report (iaw Condition 12) for Contract No: 711279452 Electro-Magnetic Defeat and Detect (EMDaD) Proc FA.

1. Key Performance Indicators (KPIs) Summary

- 1.1. This schedule sets out the KPIs that will be used to assess the Contractors performance under this contract. To note, these are non-monetary incentives and are used as an indicator of supplier performance against any call-off orders. The KPIs shall only apply to those suppliers that are awarded call-off orders.
- 1.2. The KPIs are set out below and detailed in section 1:
 - 1.2.1. KPI 1 - Delivery on Time
 - 1.2.2. KPI 2 - Self to Self-Delivery
 - 1.2.3. KPI 3 - Delivery of required documentation to the SME SP
 - 1.2.4. KPI 4 - Ad-Hoc Tasking Completion
 - 1.2.5. KPI 5 - Delivery of Social Value
- 1.3. Nothing in this Schedule shall:
 - 1.3.1. limit the Contractors obligations or liability; or
 - 1.3.2. restrict or limit the Authority's rights or remedies available, under this Contract or otherwise.
- 1.4. Overachievement against a target performance level set out in the Performance Bands at section 3 ('Target Performance Level') for a PI cannot be used to offset underperformance against that PI or any other PI. The Target Performance Level of any of the PIs shall be defined as 'Good' within the Performance Bands of each PI.
- 1.5. Where the Contractor scores below the Target Performance Level, shall result in a request for a rectification plan as per condition 4.2.

2. Measurement & Reporting

- 2.1. The Contractor shall:
 - 2.1.1. record its performance in respect of the KPI each quarter ("Measurement Period") in accordance with the performance bands for each KPI; and
 - 2.1.2. by the fifth business day of the calendar month following the end of a Quarterly Performance Period, provide the Authority with a KPI Report in respect of the most recent Quarterly Performance Period of this Schedule. (A 'KPI Report' to be agreed between MOD & Contractor pre contract award).
- 2.2. At each Quarterly Review Meeting, the Parties shall conduct a joint review of KPIs to ensure the contractor is meeting the required performance against the Contract. In the event of any disputes, the Parties shall attempt in good faith to resolve any disputes relating to the KPI Reports for the Quarterly Performance Period and if such disputes are not resolved, DEFCON 530 (Dispute Resolution English Law) to this Schedule shall apply.
- 2.3. In the event the contractor achieves 'Requires Improvement' in any of the KPIs listed at section 1.2., the Contractor shall not be permitted to partake in the next mini competition within their Category.
- 2.4. In the event the contractor achieves 'Inadequate' in any of the KPIs listed at section 1.2., the Contractor shall not be permitted to partake in the next **2** mini competitions within their Category.
- 2.5. Where the KPI includes GFE dependencies, time calculation will not begin/will stop in line with DEFCON 611.
- 2.6. The Authority may undertake routine checks and random verification audits of the KPI Reports, and the Contractor shall provide all information, documents or records as may reasonably be requested by the Authority to support any such activity.
- 2.7. If, following a check or audit undertaken pursuant to paragraph 2.2, the Authority (acting reasonably) determines that a KPI Report is not a fair and/or accurate reflection of the Contractor's reporting of its performance against the KPIs, the KPI Report shall be amended to reflect the Contractor's actual performance in the relevant Quarterly Performance Period.

3. Dormant KPIs

- 3.1. In the event no KPIs are realised, the KPI reporting and mechanism shall be switched off for the duration of the call off-order contract. The Authority shall notify the Contractor in this event, 10 working days prior to the Quarterly Review Meeting.
- 3.2. For the avoidance of doubt, this shall mean the Supplier Performance shall be deemed as 'Good'.

4. Performance Management

- 4.1. If the Contractor does not meet the Target Performance Level of any KPI in a Quarterly Performance Period, the Contractor shall provide a draft rectification plan to the Authority within ten Working Days of the end of the relevant Quarterly Performance Period.
- 4.2. The draft rectification plan shall set out proposed corrective action which shall ensure that the Contractor's performance is restored to the Target Performance Level and the timescales in which the Service shall be restored to the Target Performance Level.
- 4.3. Within 10 business days of receiving the draft rectification plan the Authority shall either:
 - 4.3.1. agree the draft rectification plan; or
 - 4.3.2. propose reasonable amendments to the draft rectification plan.
- 4.4. The Contractor shall amend the draft rectification plan in accordance with any Authority feedback; and
- 4.5. shall resubmit the draft rectification plan to the Authority within such timescales as the Authority shall specify.
- 4.6. The process set out in paragraph 4.3 shall apply to such an amended draft rectification plan.
- 4.7. If a draft rectification plan is agreed by the Authority, the Contractor shall implement the final rectification plan.
- 4.8. The presence or implementation of a rectification plan shall not:
 - 4.8.1. constitute a Change; and
 - 4.8.2. limit the Authority's rights to any other rights or remedies of the Authority under this Contract or otherwise.

5. Key Performance Indicators

KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year	Average for Reporting Period	Rating	Comments
KPI 1 – Delivery on Time 'Late' is defined as deliverables provided after the date specified.	Good*: Delivered on time.	Quarterly/Information provided by the supplier				
	Approaching Target: Number of late deliveries: 1 per contract year.					
	Requires Improvement: Number of late deliveries: 2 per contract year.					
	Inadequate: Number of late deliveries: 3 or more per contract year.					

KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year	Average for Reporting Period	Rating	Comments
KPI 2 - Self to Self Delivery	Good*: The Contractor acknowledges the request from the Authority for Self-to-Self delivery within 2 Working Days.	Quarterly/Information provided by the supplier				
	Approaching Target: The Contractor takes between 3-5 days to acknowledge the request from the Authority for Self-to-Self delivery.					
	Requires Improvement: The Contractor takes 5-10 days to acknowledge the request from the Authority for Self-to-Self delivery.					
	Inadequate: The Contractor takes more than 10 days to acknowledge the request from the					

	Authority for Self-to-Self delivery.					
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KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year	Average for Reporting Period	Rating	Comments
KPI 3 - Delivery of required documentation to the SME SP	Good*: The Contractor acknowledges the request from the Authority for Self-to-Self delivery within 2 Working Days.	Quarterly/Information provided by the supplier				
	Approaching Target: The Contractor takes between 3-5 days to acknowledge the request from the Authority for Self-to-Self delivery.					
	Requires Improvement: The Contractor takes 5-10 days to acknowledge the request from the Authority for Self-to-Self delivery.					
	Inadequate: The Contractor takes more than 10 days to acknowledge the request from the Authority for Self-to-Self delivery.					

KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year	Average for Reporting Period	Rating	Comments
KPI 4 - Ad-Hoc Task Completion	Good*: Delivered on time.	Quarterly/Information provided by the supplier				
	Approaching Target: Number of late deliveries: 1 per contract year.					
	Requires Improvement: Number of late deliveries: 2 per contract year.					
	Inadequate: Number of late deliveries: 3 or more per contract year.					

KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year	Average for Reporting Period	Rating	Comments
KPI 5 - Delivery of Social Value (where applicable against the call-off order)	Good*: Delivered on time.	Quarterly/Information provided by the supplier				
	Approaching Target: Number of late deliveries: 1 per contract year.					
	Requires Improvement: Number of late deliveries: 2 per contract year.					
	Inadequate: Number of late deliveries: 3 or more per contract year.					

Ministry of Defence

DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS**DEFFORM 711 - PART A – Notification of IPR Restrictions**

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

Please continue on additional sheets where necessary.

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

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

Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.

Completion Notes**Part A**

Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). <u>Any entry without a unique identifier shall be treated as a nil entry.</u> NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Completion Notes**Part B**

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

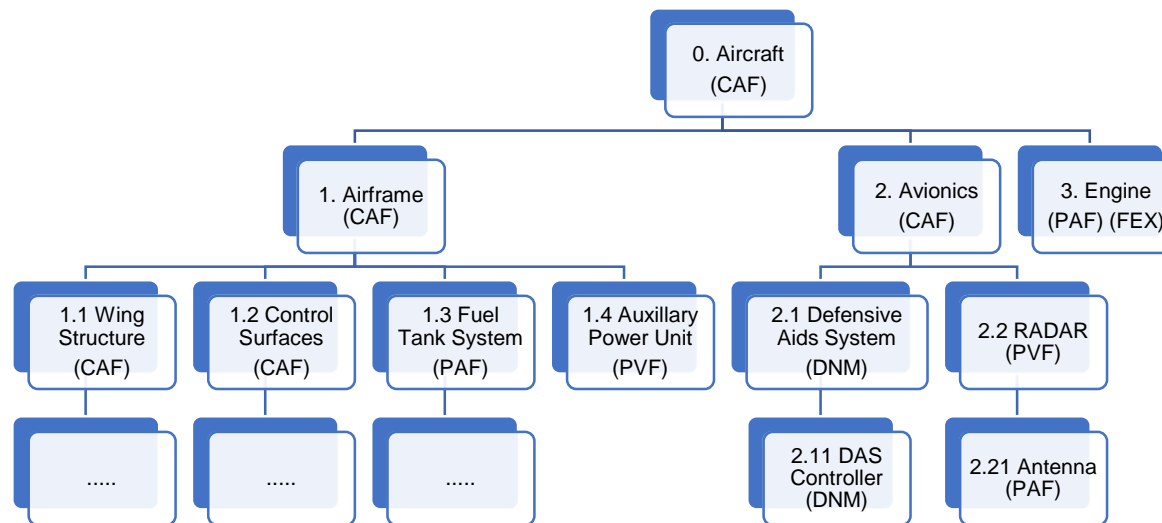
- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

- i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
- ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
- iii. The proposed design is making use of a PAF engine.
- iv. This engine has Foreign Export Control (FEX) applying to items within it.
- v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed “Design Not Mature” (DNM).
- vi. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.

Schedule 11
EMDaD FA Project, Engineering, Safety and Integrated
Logistics Support
Statement of Work (SOW)

Version 1.0
Date: 16 July 2024

FOREWORD

THIS DOCUMENT IS THE PROPERTY OF HIS BRITANNIC MAJESTY'S GOVERNMENT and is for information of such persons as only are required to know its contents in the course of their official duties. Any persons finding this document should immediately hand it in to a British Consulate, British Forces Unit or to a UK Police Station for its safe return to the Ministry of Defence, D MoD Sy, London, SW1A 2HB, with particulars of how and where it was found.

THE UNAUTHORISED RETENTION OR DESTRUCTION OF THE DOCUMENT IS AN OFFENCE UNDER THE UK OFFICIAL SECRETS ACTS OF 1911-1989. (When released to persons outside Government Service, this document is issued on a personal basis and the recipient to whom it is entrusted in confidence, within the provisions of the UK Official Secrets Acts 1911-1989 or national legislation, is personally responsible for its safe custody and for seeing that its contents are disclosed only to authorised persons).

If additional copies of this document are required, they must be obtained from either the Project Manager or the Project Office as appropriate. The Project Manager should keep registered holders informed of any amendments subsequently issued.

References in this document to any other requirement, specification, drawing or document refer to the latest issues of those documents.

The contents of this document in no way absolve the supplier or the user from statutory obligations relating to health and safety at any stage of development, manufacture or use.

This document has been devised for use within the Ministry of Defence and by its Contractors in the execution of contracts for the Ministry and subject to the Unfair Contract Terms Act 1977, the Ministry will not be liable in any way whatever (including, but without limitation, negligence on the part of the Ministry, its servants or agents) where the plan is used for other purposes.

STATEMENT OF WORK (SOW)

In the scenario where a contractor wins a call-off order, they will then be required to provide the relevant documentation in accordance with Schedule 11 Project, Engineering, Safety and Integrated Logistics Support (ILS) Statement of Work. This information is only required upon receipt of a contract amendment from the Authority. The Contractor shall ensure Programme/Prime Contractor activities are coordinated and coherent, enabling successful delivery of the system to Performance, Time and Cost parameters. The SOW covers the following processes:

Section 1	Project Schedule
Section 2	Project Reviews & Progress Reports
Section 3	Risk & Opportunity Management
Section 4	System Acceptance (SA) Process
Section 5	Safety
Section 6	ILS
Section 7	Ad-hoc Tasking

PLANS AND REPORTS

The following list summarises the deliverable documents that shall be provided in a scenario where a contractor wins a call-off order.

a. Documents required in the delivery of Project, Engineering, Safety and ILS Management

- (1) Project Schedule
- (2) Project Reviews and Progress Calls
- (3) Factory Acceptance Test (FAT) Evidence
- (4) Risk / Issue Registers
- (5) Safety Questionnaire Responses
- (6) Technical Data to support AESP and Trainer the Trainer (T3) package production
- (7) NATO codification data

SECTION 1 - PROJECT SCHEDULE

1.1 On award of a call-off order, the Contractor must:

- (i) plan, manage, coordinate, and administer all aspects of the Agreement, including the administration of any subcontractors; and
- (ii) establish effective controls for the delivery of the Contract and Deliverables; and
- (iii) provide early indication to the Authority of problems encountered and their resolution activities in order to reduce risk to Performance, Time and Cost parameters.

1.2 On award of a call-off order, the Contractor must provide a detailed Project Schedule in the form of a Gantt Chart in Microsoft Excel format which identifies all tasks required to bring the product into service from contract award and must include:

- Task description
- Task duration
- Task start and finish dates
- Component procurement
- Licencing applications
- Sub-contractor deliveries
- Manufacturing process and assembly
- First Article Inspection
- Factory Acceptance Testing
- Quality Assurance
- Initial equipment delivery to support Authority Acceptance trials
- System Acceptance Trials (assume 5 working days)
- All deliverables as per the Delivery Plan including breakdown of each ILS & Safety deliverable.
- Identify task dependencies through linking of tasks.
- All tasks must have successors and predecessors, except for start and finish Milestones.
- Identify all project Milestones.
- Identify tasks on the critical path.
- Total float on each task.
- Produce resource histogram by month from contract award to final delivery.

The Project Schedule shall be issued monthly to the Authority, on the first working day proceeding or inclusive of the 28th of each month and shall include up to date progress shown as percentage complete for each activity.

SECTION 2 - PROJECT REVIEWS AND PROGRESS CALLS

2.1 Dependent on the requirements of the deliverables set out in the Schedule of Requirements on award of a call-off order, there may be a requirement for formal Project Review meetings. If required, Project Review meetings will be held initially on a monthly basis. The frequency of these Project Review meetings will vary as the contract progresses. The Contractor shall invite the Authority to all Project Review meetings giving not less than seven calendar days' notice. The

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meetings shall be held at a venue agreed with the Authority and will cover as minimum the following topics:

- Review of actions from previous meeting
- Financial Review
- Project Schedule/progress report
- Contracted requirements
- Safety
- Supportability / ILS
- Quality management issues (to Inc. Quality Performance Indicator review)
- Contract performance review
- Subcontractor performance review
- Risk Review
- Joint action register

- 2.2 The Contractor shall be responsible for taking the minutes and these shall be submitted to the Authority for review within seven calendar days of each meeting. These shall be agreed at the next meeting.
- 2.3 The Contractor shall support the Authority in delivering a cost-effective solution by attending other relevant meetings as required by the Authority. The Authority will provide a minimum of seven calendar days' notice where such attendance is required.
- 2.6 The Contractor shall produce and maintain a joint action register. The Contractor shall hold weekly telecons to primarily record and review project actions including status and progress to completion on a day and time to be mutually agreed with the Authority from contract award until final delivery is complete.

SECTION 3 - RISK AND OPPORTUNITY MANAGEMENT

- 3.1 On award of a call-off order, the Contractor shall plan and manage risks in accordance with JSP 892 and submit the project Risk/Issue Registers.
- 3.2 The Contractor shall provide and maintain the Joint Project Risk and Opportunities Register which shall describe how the Contractor will identify, record and manage risks, issues and opportunities in a structured and timely manner to ensure risks are mitigated, issues are addressed and agreed opportunities are delivered.
- 3.3 The Risk and Opportunities Register must include:
- Identifier
 - Description
 - Cause
 - Consequence/impact
 - Risk owner
 - Pre mitigation probability score
 - Pre mitigation impact score against Performance, Cost Time (PCT)
 - Pre-Mitigated Risk Score derived from the Probability Impact Diagram (PID)
 - Mitigation action(s)
 - Treatment strategy (Treat, Tolerate, Transfer)
 - Action completion date.

- Post mitigation probability
- Post mitigation impact score against PCT
- Post Mitigated Risk Score derived from the PID
- Fall back plan
- Risk status (Closed, Draft and Live Risk)
- Identify in the schedule the task that the risk will likely impact? (List Task ID).

In addition to the Risk and Opportunities Register, the Contractor must provide:

- Probability Impact Diagram (PID)
- Provide details of the scoring criteria (i.e. performance, cost, time and probability) associated with the PID

SECTION 4 – SYSTEM ACCEPTANCE (SA) PROCESS

4.1 Schedule 8 details the acceptance procedure.

SECTION 5 – SAFETY & ENVIRONMENTAL ACTIVITIES

5.1 The Authority is required to meet its Safety & Environmental responsibilities under UK Law. It shall achieve this through the production of Safety & Environmental documentation and supporting evidence which shall form part of the structured argument, supported by a body of evidence, that provides a compelling, comprehensible and valid case that the risks associated with the use of EMDaD Products/Systems/Services (PSS) are 'So Far As Is Reasonably Practicable' (SFAIRP) with Sound Environmental Performance for a given application.

Action:

5.2 On award of a call-off order The Authority requests the contractor to provide assistance with Safety and Environmental Case activities which will be produced by the Authority and Service Provider (SP). The contractor will be required to provide Safety and Environmental information by the completion of a series of questions listed in Annex A concentrated on the delivery of data to support the safe use of the PSS by the authority.

5.3 The Authority requests that the contractor provides this data directly to the SP contractor who is accountable for the delivery of a Safety and Environmental Case Report (SECR) Part 2.

- (i) The data as a minimum will involve; technical description (material composition battery specifications and identification of restricted substances), material breakdown (to demonstrate compliance with UK legislation for example REACH and RoHS regulations), manufacturers internal testing/trial data (e.g. any performance from the proposed EMDaD solution to demonstrate the suitability of the PSS for its intended application) and the demonstration of compliance to UK legislation. Please see Annex A for a breakdown of what data is required to be provided to the SP.

5.4 No data is to be provided until a request by the authority is made to provision the PSS from the framework.

5.5 The Authority may request the attendance of suitably qualified and experienced individuals from the Procurement supplier at EMDaD meetings, when safety and environmental aspects of the contract and PSS delivery are involved e.g. safety panels, working groups or Project review meetings.

SECTION 6 – ILS ACTIVITIES

6.1 The Authority is required to ensure the equipment is supported through the whole equipment life cycle up to and including disposal. In order for the SP to manage equipment and bring the equipment into service the following ILS elements need to be addressed.

i. Army Equipment Support Publications (AESPs).

ii. Train The Trainer (T3) Package.

iii. NATO Codification.

6.2 **AESPs.** On award of a call-off order the Contractor must provide sufficient technical data in order for the SP to produce AESPs. The AESP will cover the following Octads:

i. AESP 101 – Purpose and Planning Information;

ii. AESP 111 – Equipment Support Policy Directive;

iii. AESP 201 – Operating Instructions;

iv. AESP 211 – Quick User Reference Guide;

v. AESP 512 – Failure Diagnosis;

vi. AESP 522 – Maintenance Instructions;

vii. AESP 532 – Inspection Standards;

viii. AESP 711 – Illustrated Parts Catalogue (IPC);

ix. AESP 741 – Complete Equipment Schedule (CES).

6.3 The Contractor must ensure that the data supplied would allow the SP to complete this task. The Contractor shall supply the SP with the data in electronic format with AESP compliant drawings of the equipment. Def Stan 00-601 Pt 4 provides guidance on AESP production.

6.4 **Train The Trainer (T3) Package.** On award of a call-off order the Contractor must provide sufficient technical data in order for the SP to generate a JSP 822 compliant 'suit to green' training package. The training package is to cover both the operator and the maintainer; therefore, the Contractor shall ensure the data supplied meets the requirements for the training package.

6.5 **NATO Codification.** On award of a call-off order, the Contractor shall provide technical data that will be sufficient for the SP to complete NATO Codification on all equipment and associated spare components. This is in accordance with DEFSTAN 00-600 and will enable the system to be operated and maintained by the end user. The Contractor shall meet the requirements implemented by DEFCON 117.

6.6 To assist in complying with DEFCON 117, Annex A; and for uniformity, the Contractor shall complete the table at Annex B of this Schedule for all parts that require NATO Codification, and shall include relevant source data for each part in a format that is compliant with the UK NATO Codification Bureau (UKNCB) source data definition to both the Authority and SP.

6.7 The Contractor shall provide the source data required from the relevant Design Control Authority

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(DCA) and enter additional information as required by Annex B in a format acceptable to the Authority and SP to assist the SP in Codification.

6.8 If there are any items that are already NATO Codified, the Contractor shall provide to the Authority and the SP the current NATO Stock Number (NSN).

6.9 If there are any items that are already NATO Codified outside of the UKNCB, the Contractor shall provide the current NSN for the SP to apply UK interest to that NSN.

SECTION 7 – AD-HOC TASKING

7.1 Where the Contractor is required by the Authority to undertake a Tasking in relation to this Agreement, the Authority shall raise and authorise the Task utilising the Ad-Hoc Tasking form at Schedule 12.

7.2 Each Ad-Hoc Task shall be allocated its own unique reference number and be notified to the Contractor and authorised by the Authority.

7.3 The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless and until the Contractor has received a completed and signed Tasking Form providing the Authority's authorisation to proceed.

Annex A
Safety Question Set

No.	Question / Evidence Required
1	Does the Tenderer for the submitted equipment have a validation and verification engineering process, demonstrating the equipment design is safe to use for its intended purpose? (Evidence of the process the Tenderer conducts is required).
x	Please upload evidence that contains the validation and verification engineering process, to support the question.
2	As part of the design process, which NATO/US Military Standard or host nations legislation is applied to the design equipment? (Evidence of standards/legislation applicable to the equipment is required). These standards/legislations must be translated across too UK Applicable Legislations and/or European/British Standards or Defence Standards (StanMIS tool) (Initial authority's recommendations against user requirements is stated in Annex C of the Part 1 SECR).
x	Please upload evidence to support the question
3	Does the equipment contain any hazardous materials/substances?
x	Please upload any MSDS sheets for hazardous substances or materials, along with a material breakdown for the equipment (including weights in (g)).
4	The Tenderer is to provide a hazard log, expanding upon the Part 1 SECR. Have any additional hazards, design controls or accidents been identified during the analysis and population of the hazard log? This needs to be captured accordingly. (These need to be populated iaw the risk criteria in tables 3 to 5 of the Part 1 SECR)
x	Please upload a completed excel version of the hazard log to support the equipment.
5	Do the identified hazards contained in the hazard log demonstrate the effectiveness of the identified design controls (mitigations in the design to reducing the likelihood of the hazard)? The evidence could be linked to technical information requested to meet the SOTR.
x	Please upload evidence explaining how these controls are implemented in the final design.

6	Please explain any limitations of use when operating the equipment (e.g., environmental constraints, temperature range, protection levels, light conditions, etc.)?
x	Please upload evidence showing the limitations of use to support the question.
7	The Tenderer is to provide an Environmental Impact Assessment (EIA), supported by an ASEMS EMP 04 Environmental Feature Matrix (EFM). Does the EFM identify all the environmental impacts of the equipment during In-Service and Disposal?
x	Please upload an EIA and an Excel version of the EFM showing the impacts of the equipment.

Annex B

Data required for NATO Codification – to be filled for every item requiring codification.

ITEM INFORMATION		
DCA (Design Control Authority) Company Name		
NATO Commercial & Government Entity code (NCAGE)		
DCA Contact Details	Address:	Email address:
		Telephone:
Item Name <i>(as recognised by Design Control Authority)</i>		
Other names <i>(where Contractor recognises the item under a different name)</i>		
DCA Part Number(s)		
Product Identification Number or Barcode <i>(UCC Compliant / EAN)</i>		
VOLUMETRIC DATA		
<i>To be supplied with an associated unit of measurement where necessary (e.g: mm, Kg)</i>		
Unit of Issue <i>(Qty. per package)</i>		
Packaged (SPU) Length		
Packaged (SPU) Width		
Packaged (SPU) Height/Depth		
Packaged Gross Weight		
Unpackaged (SUU) Length		
Unpackaged (SUU) Width		
Unpackaged (SUU) Height/Depth		
Unpackaged Gross Weight		
If there is no packaging data, provide reason		
BASIC ITEM DATA		
<i>(where needed to distinguish the item of supply)</i>		
Basic material from which the item is fabricated		
Surface treatment <i>(plated, dipped coated, etc.)</i>		
Are there any common mechanical parts (e.g. screws, nuts, bolts, washers)? <i>If Yes, include these items and provide dimensions for them. If threaded, provide thread type, class and direction.</i>	Yes / No	

Shelf Life of item	
Distinguishing Features (e.g. colour, shape, style, holes, cut-outs, keyways or slots, etc.)	
Markings (markings that indicate the primary purpose, function or application of the Item of Supply.)	
SOURCE DATA <i>Acceptable to be included via an accessible link.</i>	
DCA Engineering Drawing (of the Item)	
Final Assembly Drawing (if item is part of an Assembly)	
Final Assembly Parts List (if item is part of an Assembly, including known NSNs and part numbers of constituent parts.)	
End item Application	
HAZARDOUS ITEMS <i>Where there are items of hazardous nature, the Contractor shall also supply a safety data sheet in accordance with DEFCON 68.</i> <i>Acceptable to be included via an accessible link.</i>	
Electrical Characteristics (e.g. nominal voltage, current or rated power, or both, of the item, rated resistance, capacitance, or inductance, and operating frequencies.)	
Pressure ratings (for any pressure system components, if any)	
Temperature ratings	
Radioactive components (components which include radioactive materials)	

(Once Completed)

Schedule 12 to Contract No: 711279452

Schedule 12 - Tasking Forms**AD HOC TASKING PROFORMA PART 1****REQUEST FOR QUOTATION**

To:	From: DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH
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CONTRACT NUMBER:	TASK REFERENCE NO:
AUTHORITY'S PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED:

You are requested to provide a Time and Cost Quotation for the Task detailed below. This shall be submitted to the named authorisers of this form as stated below using Tasking Proforma Part 2.

TASK TITLE:	
TASK DESCRIPTION: (Include applicable DEFSTANs, AQAPs, ISO & Delivery Address/UIN)	
ITEMS TO BE ISSUED UNDER CONTRACT LOAN TERMS/GFE AND POPULATION OF DEFFORM 316: (if applicable)	

RISK REGISTER REQUIRED:	<input type="checkbox"/> YES <input type="checkbox"/> NO
UPDATED SAFETY CASE REQUIRED:	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECURITY CLASSIFICATION:	OFFICIAL
HANDLING INSTRUCTION:	Not to be shared outside MOD
IPR PROVISIONS TO APPLY:	
DEFFORM 711 required:	<input type="checkbox"/> YES <input type="checkbox"/> NO
DEFFORM 315 required:	<input type="checkbox"/> YES <input type="checkbox"/> NO
DEFFORM 177 required:	<input type="checkbox"/> YES <input type="checkbox"/> NO

OPERATIONS MANAGER AUTHORISATION		COMMERCIAL OFFICER AUTHORISATION	
DATE:		DATE:	
SIGNED:		SIGNED:	
NAME:		NAME:	

(Once Completed)

(Once Completed)

Schedule 12 to Contract No: 711279452

AD HOC TASKING PROFORMA PART 2**TIME/COST QUOTATION**

To:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH	From:	
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CONTRACT NUMBER:	TASK REFERENCE NO:
AUTHORITY'S PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED & TASK DESCRIPTION:

A time/cost quotation is provided below. On the basis of current programme planning the resources defined are available for the period shown in accordance with the task outline/description in Tasking Proforma Part 1 without conflict with existing commitments and your task can be undertaken.

PROPOSED START DATE:	
PROPOSED COMPLETION DATE:	

Direct Labour (FIRM labour rates exclusive of profit & overheads, to include a breakdown of grade(s) and hours (to be attached))	£
Materials/Subsistence (breakdown to be attached).	£
Bought Out Parts (breakdown to be attached).	£
Sub-Contracted Work (breakdown to be attached).	£
Materials Handling	£
General & Admin @	£
Overheads @	£
Profit @	£
Assumptions/Dependencies/Exclusions:	
Total FIRM Price	£
Exchange Rate Used (if applicable)	

SIGNED: (Director or nominee)	
NAME:	
DATE:	

(Once Completed)

(Once Completed)

Schedule 12 to Contract No: 711279452

AD HOC TASKING PROFORMA PART 3**CUSTOMER AUTHORISATION/CANCELLATION**

To:	From:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH
-----	-------	---

CONTRACT NUMBER:	TASK REFERENCE NO:
UIN:	BRIEF TASK DESCRIPTION:
AGREED PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED:

Following submission of Tasking Proforma Part 2, the Authority requests the following:

Please proceed with the work to the FIRM Price and completion date quoted in Tasking Proforma Part 2.	
Please provide a revised time/cost quotation on Tasking Proforma Part 2.	
Please take no further action on this Task.	
Please terminate all work on this Task and supply the cost of termination on Tasking Proforma Part 2.	

Is any GFE being issued to the Contractor with this Task	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has a GFE Loan Form been completed & sent to SCM	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

As the Operations Manager I am content that all the elements which make up the FIRM Price quotation submitted to the Authority by the Contractor within Tasking Proforma Part 2 for this particular task is commensurate with the work involved.

NAME:	NAME:
POSITION: Operations Manager.	POSITION: Commercial Officer.
SIGNED:	SIGNED:
DATE:	DATE:

NAME:	VALUE OF THIS TASK: £ (Ex-VAT)
POSITION: Cost Controller.	
SIGNED:	
DATE:	

Added to CP&F	
---------------	--

(Once Completed)

(Once Completed)

Schedule 12 to Contract No: 711279452

AD HOC TASKING PROFORMA PART 4

CERTIFICATION OF COMPLETION OF TASK

TASK TITLE:
CONTRACTOR'S DECLARATION (to be completed by the Contractor) DATE TASK COMPLETED on:..... Signed..... Date:..... Name:..... Position..... To be submitted with CP&F invoice
AUTHORITY'S PROJECT MANAGER'S CONFIRMATION OF COMPLETION I confirm that the task has been completed and meets the criteria for acceptance set out in this TAF. Signed:..... Date:..... Name:..... Position.....

(Once Completed)

Schedule 13 to Contract No. 711279452

Certificate of Conformity			1. Contractor's Unique CoC Serial No.	
2. Contractor's Name and Address:			3. Contract Number:	
			4. Contract Amendment Number:	
			5. Details of Approved Concessions:	
6. Acquirer Name and Address:			7. Deliver Address:	
8. Contract Item Number	9. Product Description and/or Part Number	10. Quantity	11. Shipment Document Numbers	12. Undelivered Quantity
13. Traceability Information reference DEFCON 627 (check the N/A box to indicate no traceability requirements)				
<div style="display: flex;"> <div style="width: 50px; text-align: right;">N/A</div> <div> <input type="checkbox"/> <ul style="list-style-type: none"> a) Sub-contract/order number: b) Specification/drawing number including issue: c) Identification marks and/or serial number(s): d) Material cast number: e) Batch and/or lot number: f) Test and/or inspection report(s): g) Incoming release note number/reference: </div> </div>				
<ul style="list-style-type: none"> • Other Remarks or Comments: (e.g. Cure Date. Shelf Life) 				
<ul style="list-style-type: none"> • Contractor's Statement of Quality: It is certified that apart from the concessions noted in block #5 above, the products listed above conform in all respects to the contract requirements 				
Date:	Name and Post Title:		Signature:	

To be submitted where requested at ITT.

BOND GIVEN BY A BANK AS A DEED IN RESPECT OF A SINGLE CONTRACT

Name of Issuing Bank:

Address:

To: The Secretary of State for Defence

We refer to the contract number [insert number] (the 'contract'), as may be amended at any time, to be awarded / awarded on [insert contract date] to [insert contractor's full corporate name] whose registered number is [insert company registered number] (the 'contractor') and we hereby irrevocably and unconditionally agree:

1. to pay you any amount or amounts not exceeding in aggregate the sum of £[insert sum] upon receipt by us at [insert address] of your first demand in writing certifying that any one or more of the following has occurred:
 - a) the contractor has failed in any respect duly to perform and observe, or is otherwise in breach of any of its obligations in and arising from the contract; or
 - b) any of the contractor's obligations in and arising from the contract are or become void, voidable, unenforceable or otherwise ineffective; or
 - c) the contract has been terminated owing to a breach or an event of default on the part of the contractor; or
 - d) a receiver, administrative receiver, administrator, liquidator or similar officer is appointed over any or all of the contractor's undertaking or assets;

For the purposes of this bond any such demand and certification(s) shall be conclusive evidence (and admissible as such) of the statements and the amounts claimed therein;

2. that this bond shall not be affected by any insolvency (including, without limitation, winding up, administration, receivership or administrative receivership), amalgamation, reconstruction, change of name, ownership, control or status or any legal limitation relating to, by or of the contractor or any other person or, where the contractor is a partnership, by any change in the partners;
3. that we shall not be discharged or released from our obligations under this bond by any arrangement or agreement made between you and the contractor or a receiver, administrative receiver, administrator, liquidator or similar officer of the contractor, or by any renegotiation, substitution, alteration, amendment or variation (however fundamental) and whether or not to our disadvantage, to or of, the obligations imposed upon the contractor or any other person or by any forbearance granted by you to the contractor or any other person as to payment, time, performance or otherwise or by any release or variation (however fundamental) of, any invalidity in, or any failure to take, perfect or enforce any other indemnity, guarantee or security in respect of the obligations to which this bond relates or by any other matter or thing which but for this provision might exonerate us and this notwithstanding that such arrangement, agreement, renegotiation, substitution, alteration, amendment, variation, forbearance, matter or thing may have been made, granted or happened without our knowledge or assent;

DEFFORM 24A (Edn 10/14)
Schedule 14 to Contract No. 711279452

4. that no failure to exercise or any delay in exercising on your part any right or remedy under this bond or under the contract or any other agreement shall operate as a waiver of such right or remedy;
5. that no settlement or discharge between you and us or the contractor shall be effective if any payment to you in respect of the contractor's or our obligations to you is avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application from time to time and if such payment is so avoided or reduced, you shall be entitled to recover from us the amount of such payment as if such settlement or discharge had not occurred;
6. that you shall not be obliged, before exercising any of your rights under this bond, to take any action against, or make any demand from, the contractor or any other person;
7. that our obligations under this bond are continuing obligations and shall not be considered satisfied, settled or terminated by your giving of any approvals, or taking delivery of any goods, or accepting any performance under the contract and no single, cumulative or partial exercise by you of any right or remedy under or arising from this bond shall prevent any further exercise;
8. that any demand(s) complying with all the requirements hereof must be received by us on or before [insert date];
9. that all payments under this bond shall be made without set-off, counter claim or other deduction;
10. that this bond shall be governed by and construed in accordance with English law. The parties irrevocably submit to English jurisdiction to the exclusion of all foreign jurisdiction, save that foreign jurisdictions may apply solely for the purposes of giving effect to this paragraph and for the enforcement of any judgment, order or award given under English jurisdiction.

(The following clause should only be used where the bank is outside of England and Wales)

11. we irrevocably appoint Messrs [insert name and address of firm of Solicitors in England or Wales], Solicitors as our agents to accept on our behalf service of all process and other documents of whatever description to be served on us in connection with this bond or any related matter.

Dated this [] day of [] 20[]

Executed as a deed by [full name of party] as Attorney and on behalf of [bank]¹ in the presence of:

.....[signature of party]

.....[Signature of Witness (Bank Official)]
[Address of Witness]
[Occupation of Witness]

¹ This execution clause should be changed if the bank or other corporate entity giving the bond is executing it in one of the other methods listed in the accompanying guidance (see Execution).

Explanatory Notes

1. These explanatory notes are to assist in the completion of the DEFFORM 24A and should not be included in your completed Bond.
2. DEFFORM 24A is an 'on demand' bond provided by the financial markets (normally a bank or insurance company). The purpose of obtaining a bond is to ensure that the MOD is reimbursed for any extra expenditure it may incur in making alternative arrangements in the event of the company failing to fulfil any of its contractual obligations and the MOD having the contract completed elsewhere.
3. Where the financial markets provide the indemnity, the Indemnifier will invariably charge a premium to cover its risk, and this should be borne by the company without additional expense to the MOD. The extent of the cover that the market is willing to provide, and the level of premium sought, will provide a valuable independent assessment of the company's financial standing and prospects.

Guidance On Completion

4. The specimen wording of the DEFFORM should be suitable for most circumstances and should not be changed at the request of an Indemnifier. You must seek Central Legal Services – Commercial Law (CLS-CL) advice if the Indemnifier requests a revision to the template DEFFORM.

Introductory Paragraph

5. Insert the name and address of the Indemnifier, the contractor's name and, if applicable, registration number of the contractor (unless the contractor is a UK partnership or an overseas company it will be shown on the company letterhead) and the contract / tender details and dates and edit as appropriate.

Paragraph 1

6. Covers the Indemnifier's obligations to the MOD. As a bank, by its regulations, has to limit its liability, there is a provision to insert a maximum sum. Covers the circumstances under which the indemnity may be activated.

Paragraph 2

7. Maintains the validity of the bond even if the contractor changes its name, status and even ownership or control etc.

Paragraph 3

8. Prevents the Indemnifier from subsequently avoiding its responsibilities even if there have been any amendments to the contract.

Paragraph 4

9. Safeguards the MOD in the event of the MOD's failure or delay to call on the bond.

Paragraph 5

10. Covers the scenario where the MOD may have received payment in settlement of a dispute but that payment then becomes void (e.g. if the payee soon thereafter becomes insolvent). The Indemnifier still remains liable for the amount of the voided payment.

Paragraph 6

11. Confirms that the MOD may seek recompense from the Indemnifier without first having to attempt to make recovery from the contractor.

Paragraph 7

12. Confirms that the MOD taking delivery of goods, or making any claim under the deed, does not relieve the Indemnifier from its ongoing liability under the deed.

Paragraph 8

13. This is self explanatory. The inserted date will be the expiry date of the bond.

Paragraph 9

14. This is self explanatory.

Paragraph 10

15. Confirms that English law applies to the bond, no matter which national law may apply to any contract. Also, if the contractor is not subject to English law, the MOD may use the contractor's national law in order to enforce any claim that may be agreed.

Paragraph 11

16. Delete this clause if the Indemnifier is an English company (i.e. a company incorporated in England or Wales). If the Indemnifier is a foreign company, then the paragraph should be retained. In either case you should delete the introductory words in bold.

Execution

For the bond to be effective it is essential that it is executed correctly. This is achieved by ensuring that it is properly signed. The template execution clause in the bond provides for signature by a named Attorney on behalf of the bank. This is the most common method of execution in practice. You should ask for a copy of the power of Attorney to check that the person signing the bond has the requisite authority to do so. As an alternative, the deed may be signed by two directors of the Indemnifier, or by one director and the company secretary, or by a director in the presence of a witness who attests the signature. If any of these alternatives are used, the signature block should be changed to reflect this. It is now not strictly necessary for the Indemnifier to apply its corporate seal - although the MOD may request it.

To be submitted where requested at ITT.

THIS DEED OF GUARANTEE AND INDEMNITY GIVEN BY A PARENT COMPANY IN RESPECT OF A SUBSIDIARY

is made the [] day of [] 20[]

BETWEEN:

(1) [Insert the name of the name of the Guarantor] [[a company incorporated in England and Wales with number [] whose registered office is at []] **or** [a company incorporated under the laws of [insert country] registered in [insert country] with number [] at [insert place of registration] whose principal office is at []] ("the **Guarantor**"); in favour of

(2) THE SECRETARY OF STATE FOR DEFENCE ("the **Authority**")

WHEREAS:

(A) The Authority proposes to award contract number [insert number] ("the **Contract**") to [insert contractor's full corporate name] [insert company registration number] whose registered office is at [insert details] ("the **Contractor**").

(B) It is a condition precedent of the Authority entering into the Contract with the Contractor that the Guarantor must first execute and deliver this Deed of Guarantee and Indemnity to the Authority.

Now in consideration of the Authority entering into the Contract, the Guarantor hereby irrevocably and unconditionally agrees with the Authority as follows:

1. The Guarantor shall provide all resources and facilities whether financial or otherwise to enable the Contractor duly to fulfil its obligations in and arising from the Contract subsisting between the Authority and the Contractor at the date of this deed or which shall be entered into at any time after the date of this deed between the Authority and the Contractor (the '**Indemnified Obligations**');

2. If:

- a) the Contractor shall fail in any respect duly to perform and observe, or shall otherwise be in breach of, any of the Indemnified Obligations; or
- b) any of the Indemnified Obligations are or become void, voidable, unenforceable or otherwise ineffective; or
- c) the Contract is terminated owing to a breach or an event of default on the part of the Contractor; or
- d) a receiver, administrative receiver, administrator, liquidator or similar officer is appointed over any or all of the Contractor's undertaking or assets;

then, forthwith on demand from the Authority the Guarantor shall, as a primary obligation, indemnify the Authority against all losses, claims, liabilities, damages, expenses and costs which may be incurred, met or suffered by the Authority and which arise from or in connection with (whether directly or indirectly) any such matters save that, subject to the

other provisions of this deed, the liability of the Guarantor under this clause shall not exceed the liability of the Contractor to the Authority under the Contract.

3. The Guarantor irrevocably and unconditionally undertakes that all sums received or recovered by the Authority:

- a) by way of dividend, composition or payment arising from the liquidation, bankruptcy or otherwise of the Contractor may be taken and applied by the Authority in part satisfaction of the losses, claims, liabilities, damages, expenses and costs referred to in paragraph 2 above, and the Guarantor's obligations under this deed shall stand good in respect of the balance;
- b) under this deed, may be credited to a suspense account and held in such account for so long as the Authority thinks fit pending the application of such monies towards the payment of the Indemnified Obligations;
- c) from the Contractor in respect of any of the Indemnified Obligations, may be applied by the Authority in any manner and in any order towards any debts owed by the Contractor to the Authority (whether or not relating to the Indemnified Obligations) as the Authority may determine (notwithstanding any appropriation or purported appropriation by any person);

4. The Guarantor shall have no right to be subrogated to the Authority and shall not make any claim against the Contractor (unless instructed so to do by the Authority, in which event the Guarantor shall make such a claim) in respect of the Guarantor's performance under this deed, until the Authority has received payment in full of its claim against the Contractor;

5. This deed shall not be affected by any insolvency (including, without limitation, winding up, administration, receivership or administrative receivership), amalgamation, reconstruction, change of name, ownership, control or status or any legal limitation relating to, by or of the Contractor or any other person or, where the Contractor is a partnership, by any change in the partners;

6. The Guarantor shall not be discharged or released from its obligations under this deed:

- a) by any arrangement or agreement made between the Authority and the Contractor or a receiver, administrative receiver, administrator, liquidator or similar officer of the Contractor: or
- b) by any renegotiation, substitution, alteration, amendment or variation (however fundamental) and whether or not to the Guarantor's disadvantage, to or of, the obligations imposed upon the Contractor or any other person; or
- c) by any forbearance granted by the Authority to the Contractor or any other person as to payment, time, performance or otherwise; or
- d) by any release or variation (however fundamental) of, any invalidity in, or any failure to take, perfect or enforce any other indemnity, guarantee or security in respect of the obligations to which this deed relates; or
- e) by any other matter or thing which but for this provision might exonerate the Guarantor and this notwithstanding that such arrangement, agreement, renegotiation, substitution, alteration, amendment, variation, forbearance, matter or thing may have been made, granted or happened without the Guarantor's knowledge or assent;

7. No failure to exercise or any delay in exercising on the Authority's part any right or remedy under this deed or under the Contract or any other agreement shall operate as a waiver of such right or remedy;
8. Any certificate or determination by the Authority of the amount due under this deed or under the Contract shall be, in the absence of manifest error, conclusive evidence of the matters to which it relates;
9. No settlement or discharge between the Authority and the Guarantor or the Contractor shall be effective if any payment to the Authority in respect of the Contractor's or the Guarantor's obligations to the Authority is avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application from time to time and if such payment is so avoided or reduced, the Authority shall be entitled to recover from the Guarantor the amount of such payment as if such settlement or discharge had not occurred;
10. The Authority shall not be obliged, before exercising any of its rights under this deed, to take any action against, or make any demand from, the Contractor or any other person;
11. The Guarantor's obligations under this deed are continuing obligations and shall not be considered satisfied, settled or terminated by the Authority giving any approvals, or taking delivery of any goods, or accepting any performance under the contract and no single, cumulative or partial exercise by the Authority of any right or remedy under or arising from this deed shall prevent any further exercise;
12. All payments under this deed shall be made without set-off, counter-claim or other deduction;
13. The Guarantor shall be bound by all court judgments or arbitration awards relating to the contract or any dispute or matter between the Authority and the Contractor;
14. This deed shall be governed by and construed in accordance with English law. The parties irrevocably submit to English jurisdiction to the exclusion of all foreign jurisdiction, save that foreign jurisdictions may apply solely for the purposes of giving effect to this paragraph and for the enforcement of any judgment, order or award given under English jurisdiction.

[The following clause should only be used where the Guarantor is a company incorporated outside of England and Wales]

15. The Guarantor irrevocably appoints Messrs [insert name and address of firm of Solicitors in England or Wales], Solicitors as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Guarantor in connection with this Deed or any related matter.

Delivered as a deed on the date of this document.

Executed as a deed by [insert corporate name].

in the presence of Director

..... Director or Company Secretary

Explanatory Notes

1. These explanatory notes are to assist in the completion of the DEFFORM 24 and should not be included in your completed Deed of Guarantee and Indemnity.
2. DEFFORM 24 is a Deed of Guarantee and Indemnity given by a Parent Company in respect of a Subsidiary. It is designed to cover a specific single contract entered into with the MOD by the subsidiary. The purpose of obtaining a Parent Company guarantee and indemnity is to ensure that the company is in a position to be able to execute the contract properly and, failing that, the MOD is reimbursed for any extra expenditure it may incur in making arrangements to have the contract completed elsewhere.
3. Where the company is able to offer a guarantee and indemnity from a parent (holding) company, commercial officers should ensure that they seek the guarantee and indemnity from the ultimate parent (holding) company in the group, rather than an intermediate parent (holding) company, or any other intermediate parent (holding) company where such exists. In such cases the MOD will wish to be satisfied as to the parent (holding) company's ability to provide the cover required, having regard to its financial resources and prospects. You should always ask Cost Assurance and Analysis Service - Industry Analysis (CAAS IA) to advise on this. Where the proposed contract is large, this may entail the holding company agreeing to a separate assessment by CAAS IA. In order to assure consistency throughout the MOD only this DEFFORM can be used as a Deed of Guarantee and Indemnity being given by a Parent Company.

Guidance On Completion

4. The specimen wording of the DEFFORM should be suitable for most circumstances and should not be changed at the request of a Guarantor. You must seek Central Legal Services – Commercial Law (CLS-CL) advice if the Guarantor requests a revision to the template DEFFORM or if the proposed Guarantor is a company registered outside England and Wales. In the latter case, you will need to seek legal advice to confirm both that the proposed Guarantor has power (under its own corporate rules and the laws of its home country) to enter into the deed and that it has executed the deed in a manner that makes it legally binding on the Guarantor.

Introductory Paragraph

5. Insert the contractor's name and, if applicable, registration number of the contractor (unless the contractor is a UK partnership or an overseas company it will be shown on the company letterhead) and the contract / tender details and dates and edit as appropriate.

Paragraph 1

6. Covers the Guarantor's obligations to the MOD to provide all resources and facilities (financial or otherwise) to enable the contractor to meet its obligations under the contract.

Paragraph 2

7. Covers the circumstances under which the guarantee and indemnity may be activated. This also requires the Guarantor to indemnify the MOD on demand against all losses and costs which the MOD has incurred as a result of these circumstances. However, the MOD cannot claim more under this paragraph from the Guarantor than they could claim from the contractor under the contract. If the contract contains a Limitation of Contractor's Liability, this will automatically apply to the indemnity under paragraph 2 of DEFFORM 24.

Paragraph 3

8. Covers the way in which any sums received by the MOD from either the contractor and / or the Guarantor may be used.

Paragraph 4

9. Covers the essential requirement of subrogation (the substitution in law of one party for another as the creditor). This will normally ensure that the Guarantor fulfils its obligations to the MOD before it takes any action to recover any claims of its own from the contractor. However, it also provides for the Guarantor to claim its right of subrogation if instructed to do so by the MOD, if that avenue would mean that it is able to recover money from a contractor in liquidation, which would then enable the Guarantor to meet the MOD claim.

Paragraph 5

10. Maintains the validity of this guarantee and indemnity even if the contractor changes its name, status and even ownership or control etc.

Paragraph 6

11. Prevents the Guarantor from subsequently avoiding its responsibilities even if there have been any amendments to the underlying contract.

Paragraph 7

12. Safeguards the MOD in the event of the MOD's failure or delay to call on the guarantee and indemnity.

Paragraph 8

13. The MOD may self-certify the amount of any demand for payment under the guarantee and indemnity. The Guarantor may only challenge this in cases of "manifest error".

Paragraph 9

14. Covers the scenario where the MOD may have received payment in settlement of a dispute but that payment then becomes void (e.g. if the payee soon thereafter becomes insolvent). The Guarantor still remains liable for the amount of the voided payment.

Paragraph 10

15. Confirms that MOD may seek recompense from the Guarantor without first having to attempt to make recovery from the contractor.

Paragraph 11

16. Confirms that the MOD taking delivery of goods, accepting performance under the contract or making any claim under the deed, does not relieve the Guarantor from its ongoing liability under the deed. This is to prevent accidental waiver of the MOD's rights.

Paragraph 12

17. This is self explanatory.

Paragraph 13

18. Prevents the Guarantor from claiming that it may not be bound by an arbitrator's decision against a contractor, which could force the MOD to litigate the same point a second time with the possibility that a different court may reach a different conclusion.

Paragraph 14

19. Confirms that English law applies to the indemnity, no matter which national law may apply to any contract. Also, if the contractor is not subject to English law, the MOD may use the contractor's national law in order to enforce any claim that may be agreed.

Paragraph 15

20. Delete this clause if the Guarantor is an English company (i.e. a company incorporated in England or Wales). If the Guarantor is a foreign company, then the paragraph should be retained. In either case you should delete the introductory words in bold.

Execution

Insert the full corporate name of the Guarantor in the execution clause, where indicated. For the deed to be effective it is essential that it is signed by two directors of the Guarantor or by one director and the company secretary. It is now not strictly necessary for the Guarantor to apply its corporate seal - although the MOD may request it.

Schedule 16 to Contract No. 711279452
Ministry of Defence

GOVERNMENT FURNISHED INFORMATION/ASSETS

1. <u>ITT/Contract Number</u>	2. <u>GFI Number</u>	3. <u>Contract Delivery Date</u>
4. <u>Equipment/Equipment Subsystem Description</u>		5. <u>Description of Deliverable Information</u>
6. <u>Purpose for which information is required</u>		7. <u>Special Requirements/Comments</u>
8. <u>Update/Further Submission Requirements</u>		
9. <u>Medium of Delivery</u>		10. <u>Number of Copies</u>

APPLICATION TO SUB-CONTRACT⁵ OR COLLABORATE WITH AN OVERSEAS⁶
CONTRACTOR ON WORK INVOLVING OFFICIAL-SENSITIVE⁷ AND ABOVE
CLASSIFIED INFORMATION (ALSO KNOWN AS F1686)

1	From: full name and address of contractor submitting application Telephone no: _____ Email: _____
2	Full name and address of selected overseas sub-contractor where work will be undertaken
3	Maximum level of classified material to be released to or produced by the sub-contractor:
4	Description of work to be carried out:
5	Name of Project/Reference Number of prime contract:
6	Full name of point of contact and address of United Kingdom Contracting Authority: Telephone no: _____ Email: _____

Response from Contracting Authority:

Contracting Authority Organisation:

OFFICIAL-SENSITIVE COMMERCIAL

⁵ For sub-contracts with UK contractors on work requiring List X clearance to be initiated complete Annex A only

⁶ For sub-contracts/collaboration with an overseas contractor involving the release of OFFICIAL-SENSITIVE or above information complete and submit 1st page only.

⁷ For the MOD this requirement also applies to Reportable OFFICIAL information

⁸ Delete as appropriate

⁹ Delete if not applicable

**APPLICATION BY A UK LIST X CONTRACTOR FOR
APPROVAL TO SUB-CONTRACT OR COLLABORATE WITH A
UK CONTRACTOR ON WORK CLASSIFIED SECRET AND
ABOVE
(ALSO KNOWN AS F1686)**

A	From: full name and address of UK List X contractor submitting application Telephone no: Email:
B	Full name and address of selected UK sub- contractor
C	Full name and address of selected manufacturer (if different from B)
D	Registration no. of the company & VAT no.: Reg No: VAT No:
E	Names under which the company has previously traded (if applicable):

OFFICIAL-SENSITIVE COMMERCIAL

Form 1686
Schedule 17 to Contract No. 711279452

OFFICIAL-SENSITIVE COMMERCIAL

GUIDANCE FOR COMPLETION OF DEFFORM 528

For the purposes of this form no prioritisation of importance is implied in the ordering of the following sections.

For the purposes of this form **“Materiel”** means any Materiel (including hardware, information, software and/or services) which is regulated by any Export Control Regulations (e.g. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), etc.).

For the purposes of this form **“Data”** means the information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled articles. This includes information in the form of blueprints, drawings, plans, instructions, diagrams, photographs, etc. It may take forms such as models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape, or read-only memories.

For the purposes of this form **“Service”** means the intangible products such as training, technical support or provision of expertise.

For the purposes of this form **“Part Number”** means the part number of the Materiel that is being supplied under the Contract.

PAGE 1

1a - 1f Provide full correspondence name and address of the supplying organisation.

PAGE 2

SECTION 1

For the purposes of this section of the form, each line item of Materiel listed should be at the level that is or will be managed and transacted within the MOD inventory system.

1a to 1i Identify to the best of your knowledge and belief the part number and NATO or National Stock Number (NSN), Manufacturer Name & Address, CAGE/NCAGE Code (NATO Commercial & Government Entity Code identifier), Country of Origin and Security Classification (Security Policy Framework on Gov.uk).

SECTION 2 - Complete this section if the Materiel is subject to US Trade Controls Regulations

2a Indicate whether the Materiel includes US components, parts, accessories, attachments, systems, software, content or is based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

2b - 2c Enter whether the Materiel exported / transferred is listed on US Munitions List (USML) and if so provide the USML Category Number. This information is covered under defense articles 22 U.S.C. 2778 of the Arms Export Control Act (§120.6), technical data (§120.10), software (120.45(f)) and defense services (§120.9). (Guidance is available on the US Directorate of Defense Trade Controls website at <http://www.pmdtdc.state.gov>).

For MOD personnel MOD Policy and Guidance on the application of the ITAR regulations within the MOD can be found in JSP 248 or further support, advice and guidance can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

For Contractor personnel, they should contact their Business Export Compliance Teams for further guidance.

2d Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

2e - 2f Enter whether the Materiel exported / transferred is listed on the Commerce Control List (CCL) and if so provide the Export Control Classification Number (ECCN) listed on the CCL – EAR Part 774, including Materiel that falls into the catch-all categories in the CCL (guidance is available on the Bureau of Industry and Security, US Department of Commerce website at <http://www.bis.doc.gov>). Further support, advice and guidance of the application of the EAR regulations within the MOD can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

2g Indicate whether the Materiel being supplied under EAR is authorised for export to the UK.

2h Details of the EAR Exceptions used.

SECTION 3 - Complete this section if the Materiel is subject to other countries Trade Controls Regulations

3a Indicate whether the Materiel being supplied is not of UK or USA origin, or is it based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

3b Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

SECTION 4 - Complete this section if the Materiel is subject to UK Trade Controls Regulations

4a Indicate whether the Materiel being supplied is derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software for Military use.

4b - 4c Indicate whether the Materiel is listed on the UK Munitions List (UKML) and provide the reference UKML Number .

4d 4e Indicate whether the Materiel being supplied is listed of the UK/EU Dual Use List and if so provide the reference Dual Use Number.

4f Indicate whether the Materiel or Service being supplied is listed as 'No Authorisation Required'.

SECTION 5 - Complete this section if there is an End-Use / End-User Certificate requirement

5a - 5c Indicate whether the Materiel being supplied requires an End-User Certification or Transfer Authority and if so (or being obtained) include copies to the extent available to you.

PAGE 2 - Cell reference descriptors

2a - Does the Materiel originate in USA or contain any US sourced article or technology or have any US Person content contribution, including software?

2b - USML Listed?

2c - USML Category Number:

2d - If answered Yes to 2a and 2b, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset):

2e - CCL Listed?

2f - CCL ECCN:

2g - If answered Yes to 2e is a export authorisation required to export the Materiel to the UK?

2h - Exceptions used:

3a - For Materiel not of UK or USA origin, is an export authorisation required to move the Materiel to the U.K. from the country of origin?

3b - If answered Yes to 3a, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset).

4a - Is the Materiel designed or modified for military use?

4b - UKML Listed?

4c - UKML category number:

4d - Is the Materiel UK/EU Dual Use Listed?

4e - UK/EU Dual Use Number:

4f - Is your product rated as "No authorisation Required"?

5a - For Materiel to be provided by a Contractor to MOD - Is an End-User Certificate required? If Yes MOD to provide.

5b - For Materiel to be provided by MOD to a Contractor - Is re-transfer authority required? If Yes MOD to obtain and the Contractor to provide all reasonable assistance (e.g. DSP-83, TAA).

5c - If answered Yes to 5a or 5b, please provide end-use certificate or re-transfer authority reference(s), confirmation it is held or the duration to obtain it and provide a copy of the authorisation held to the extent available to you (for each asset).

Import and
Export Control Information

To be submitted within
Qualification Invitation

Contract No.	
1a: Supplier Name	
1b: Address	
1c: City/State	
1d: Post/Zip Code	
1e: Country	
1f: CAGE/NCAGE	

The recipient of the Material will require the information below for each item of Material supplied. Please record the information for all Contractor Deliverables. Assistance to complete the form will be provided by text prompts in certain cells and can also be found on the Guidance for Completion of Form page. Please use one row per Contractor Deliverable.

[illegible]

[illegible]

Declaration	
I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.	
Printed name	
Position or Job Title Held in Company / MOD	
Address	
E-Mail	
Telephone number	
Signed (Duly authorised person)	
Date of signature	

Please print off this Declaration Sheet and provide a signed copy with your Tender submission

Supplier Assurance Questionnaire (SAQ) for a contract with a Very Low Cyber Risk Profile

How to use this form

This Supplier Assurance Questionnaire (SAQ) is part of the Cyber Security Model.

You will need to:

- complete the SAQ to give information about yourself, your organisation and the measures you have in place to protect against cyber threats
- submit the completed SAQ to the Cyber & Supply Chain Security (CSCS) team (UKStratComDD-CyDR-DCPP@mod.gov.uk.)
- check the email you will receive back from the CSCS team – this will confirm whether you are compliant with the contract's Cyber Risk Profile, and should arrive within 2 working days
- keep copies of the completed SAQ and the email you receive from the CSCS team and attach them when you submit your tender response

Check whether you are compliant with the contract's Cyber Risk Profile before you submit the SAQ

For each of the Cyber Risk Profile questions, asterisks show the compliant answers. If you give an answer that is not compliant, you must answer an extra question before the declaration at the end of the form.

Where possible send a completed PDF via email, rather than a scan of a printed version (scanned submissions will take longer to process)

Section 1 Context and contract details

Risk Assessment Reference (RAR) for this contract

R	A	R	—	
---	---	---	---	--

(This should be populated when you receive this form. If not, please return to MOD)

Your name

--

Your email address

--

Your Organisation's Name

--

Who is responsible for Information Security in support of this contract?

Full Name:

Email Address:

Contact Phone Number:

Your organisation's Dun & Bradstreet D-U-N-S number

If you do not have one, you can request one for free on Dun & Bradstreet's website at <https://www.dnb.co.uk/duns-number/lookup/request-a-duns-number.html>

--

Is this form being completed as an Annual SAQ Renewal or Is this the first SAQ to be completed for this contract?

- ☐ First Completion for this contract
- ☐ On major change to delivery of contract (Please add previous SAQ reference)

--

Which statement best describes your organisation? Tick all the boxes that apply.

- ☐ My organisation is an SME (small or medium-sized enterprise)
- ☐ I am a sole trader
- ☐ My organisation works from multiple locations
- ☐ My organisation has locations outside of the UK

Bid / Contract Details

Bid / Contract name

--

Bid / Contract description

(Max 50 words, OFFICIAL information only)

Section 2 MOD Accreditation

In support of this contract only, please indicate whether MOD Identifiable Information is, or will be, processed on MOD accredited ICT systems. If the system you will use to support this contract is accredited, please enter the DART name and/or ID.

There is no waiver against DEF STAN 05-138.

- ☐ The ICT systems we will use, have no MOD accreditation
- ☐ The ICT systems we will use for OFFICIAL-SENSITIVE have MOD Accreditation (Please detail Below)
- ☐ The ICT systems we will use have current MOD accreditation to process data at the appropriate classification (Please detail below)

Dart System 1 Name

TOA Reference

(Dart References can be TOA- or S-)

Dart System 2 Name

TOA Reference

(Dart References can be TOA- or S-)

Dart System 3 Name

TOA Reference

(Dart References can be TOA- or S-)

Section 3 Security Certification

VL01 Does your organisation have Cyber Essentials certification that covers the scope required for all aspects of the contract, and do you commit to maintaining this standard for the duration of the contract? Choose one option only.

- ☐ No (Please complete the Cyber Implementation Plan)
- ☐ No, but we have a plan to put this in place by the point of contract award (Please complete the Cyber Implementation Plan)
- ☐ *Yes (add the certification details below)

Certification body

--

Certification number

--

Certification expiry date (DDMMYY)

--	--	--	--	--	--

If you are not compliant with the Cyber Risk Profile for the contract

For each of the Cyber Risk Profile questions, asterisks show the compliant answers. If you give an answer that is not compliant, you must answer the question below.

When will the controls be implemented? Choose one option only.

- ☐ Before contract commencement, and will provide a Cyber Implementation Plan
- ☐ Not before contract commencement, but we have provided a Cyber Implementation Plan (CIP) with this response
- ☐ We will be unable to achieve compliance we have provided a Cyber Implementation Plan (CIP) with this response

Guidance on Cyber Implementation Plans (CIPs) can be found at:
<https://www.gov.uk/government/publications/cyber-implementation-plan-cip>

Section 10 Declaration

All suppliers must read this information and tick the box to confirm agreement before submitting a Supplier Assurance Questionnaire.

- I have authority to complete the Supplier Assurance Questionnaire
- The answers provided have been verified with all appropriate personnel and are believed to be true and accurate in all respects
- All information which should reasonably have been shared has been included in the responses to the questions
- Should any of the information on which the responses to this Supplier Assurance Questionnaire are based change, my company undertakes to notify the Ministry of Defence as soon as is reasonably practicable
- My company acknowledges that the Ministry of Defence reserves the right to audit the responses provided at any time

For and on behalf of my company, I confirm the above statements

Name:	(Type Name)
Email Address:	
Mobile Phone Number:	

Carefully check that you have responded to every relevant question before you submit your SAQ.

You will need to attach copies of your completed SAQ\CIP and the email you receive from the Cyber Supply Chain Security team when you submit your tender response.

Where possible send a completed PDF via email, rather than a scan of a printed version to UKStratComDD-CyDR-DCPP@mod.gov.uk



Defence Equipment & Support
Cedar 2B & #4110
MOD Abbey Wood
Bristol BS34 8JH

9-Dec-24

PROJECT EMDAD – SECURITY ASPECTS LETTER

- On behalf of the Secretary of State for Defence, I hereby give you notice that the following aspects of the Electro-Magnetic Detect and Defeat (EMDaD) Project are designated with the following security classifications with regard to JSP 440:

<u>Complete Equipment:</u> During Concept & Assessment: OFFICIAL SENSITIVE During Demonstration and Manufacture OFFICIAL SENSITIVE In-Service: OFFICIAL SENSITIVE <u>Sponsor:</u> ARMY <u>Development Status:</u> Concept & Assessment	<u>Project Title:</u> EMDaD
	<u>Manufacturer:</u> TBC
	<u>AD Star List Number:</u> <u>Project Branch:</u> STSP DCC-STA

SERIAL	DETAILED ASPECTS OF CLASSIFICATION	SECURITY GRADING
1.	OPERATIONAL ASPECTS	
1.1	Nomenclature and/or existence of Project	OFFICIAL
1.2	User Requirements Document (URD)	OFFICIAL SENSITIVE
1.3	System Requirements Document (SRD)	OFFICIAL SENSITIVE
1.4	Operational Concept, Concept of Employment, Concept of Use	OFFICIAL SENSITIVE
1.5	Battlefield Mission	OFFICIAL SENSITIVE
1.6	Association of Project with User.	OFFICIAL SENSITIVE
1.7	Association with other systems, proposed or existing, with no technical detail.	OFFICIAL SENSITIVE

Schedule 20 to Contract No. 711279452

1.8	Association with other systems, proposed or existing, with technical detail	OFFICIAL SENSITIVE
1.9	Nominal performance objectives	OFFICIAL
1.10	Proposed deployment	OFFICIAL SENSITIVE
1.11	Required In-Service date	OFFICIAL SENSITIVE
1.12	Overall achieved equipment performance	OFFICIAL SENSITIVE
2.	TECHNICAL ASPECTS	
2.1	Technical specification of equipment	OFFICIAL SENSITIVE
2.2	Details of departmental/technical evaluation trials and reports	OFFICIAL SENSITIVE
2.3	Details of departmental/technical evaluation trials and reports without association to other MOD Project Codenames and/or nomenclature	OFFICIAL SENSITIVE
2.4	Details of departmental/technical evaluation trials and reports.	OFFICIAL SENSITIVE
2.5	Models and mock-ups, external configuration only without association to other MOD Project Codenames and/or nomenclature	OFFICIAL
2.6	Internal cutaway and exploded views of equipment without association to other MOD Project Codenames and/or nomenclature	OFFICIAL
2.7	Drawings, sketches & photographs (not displaying performance info) without association to other MOD Project Codenames and/or nomenclature	OFFICIAL
2.8	Drawings, sketches & photographs (displaying performance info) without association to other MOD Project Codenames and/or nomenclature	OFFICIAL
2.9	Equipment publications	OFFICIAL SENSITIVE
2.10	Diagrams of system components without association to other MOD Project Codenames and/or nomenclature	OFFICIAL
2.11	Operating method without association to other MOD Project Codenames and/or nomenclature	OFFICIAL
2.12	EMC Scenario	OFFICIAL SENSITIVE
2.13	Plans for future enhancement	OFFICIAL SENSITIVE
3.	PROCUREMENT ASPECTS	
3.1	Development costs (estimated or actual)	OFFICIAL SENSITIVE
3.2	Estimated unit costs	OFFICIAL SENSITIVE
3.3	Total number of equipment's	OFFICIAL SENSITIVE
3.4	Name of contractor (existence of Contracts and name of Manufacturer)	OFFICIAL
3.5	Details of proposed deliveries	OFFICIAL SENSITIVE
3.6	Distribution of equipment in service	OFFICIAL SENSITIVE
4.	DEGREE OF PROTECTION IN TRANSIT/STORAGE	
4.1	Packaged Operational Systems (containing Aide Memoire)	OFFICIAL SENSITIVE
4.2	Packaged spare components	OFFICIAL
5.	EXPORT	
5.1	Export of capability when associated with UK MOD	OFFICIAL SENSITIVE

2. Soldier, Training and Special Programme (STSP) Delivery Team is requested to ensure that a copy of this letter is forwarded to the Project Manager and to bring the detail of this letter to any party that requires it.

3. Non MOD parties are requested to confirm that the definition of OFFICIAL / OFFICIAL SENSITIVE and their meaning, in relation to the above project, has been brought to the attention of the person directly responsible for the security of this project and that the definition is understood. Will you also confirm that the measures can, and will be taken, to safeguard any OFFICIAL SENSITIVE information.

4. If you have any difficulty in either interpreting the definitions of OFFICIAL SENSITIVE or in the correct storage and safeguarding of this information, please inform STSP immediately.

UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: COO-DSR-IIPCSy@mod.gov.uk).

Definitions

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.
3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

Security Grading

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

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

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

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to comply with the

accreditation requirements specified in ISNs, Defence Condition 658 and Defence Standard 05-138. Details can be found at the links below:

<https://www.gov.uk/government/publications/industry-security-notice-isns>.
<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>
<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

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

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

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any classified material issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

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

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

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

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

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

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

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

Electronic Communication and Telephony and Facsimile Services

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

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

Details of the CPA scheme are available at:

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

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

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so.

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

Use of Information Systems

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

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

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

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

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

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

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

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

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

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 17 above.

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

(1). The following events shall always be recorded:

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

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

- (a) Type of event,
- (b) User ID,

- (c) Date & Time,
- (d) Device ID.

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

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

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

h. Logon Banners. Wherever possible, a “*Logon Banner*” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites¹. For the avoidance of doubt the term “*drives*” includes all removable,

¹ Secure Sites are defined as either Government premises or a secured office on the contractor premises.

recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

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

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

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any Defence Related Classified Material to the Authority. The term Defence Related Classified Material includes MOD Identifiable Information (MODDI) (as defined in ISN2016/05) and any information or asset that has been given a security classification by the UK MOD. The term also includes classified information and assets held by UK Defence Contractors which are owned by a third party e.g. NATO or a another country for which the UK MOD is responsible.

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

UK MOD Defence Industry WARP Contact Details

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

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

Telephone (Office hours): +44 (0) 30 6770 2185

Mail: Defence Industry WARP, DE&S PSyA Office

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

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

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

Sub-Contracts

32. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

33. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Annex A (MOD Form 1686 (F1686))

of ISN 2022/08 is to be used for seeking such approval. The MOD Form 1686 can be found at:

[ISN 2022-08 Subcontracting or Collaborating on Classified MOD Programmes.pdf](https://publishing.service.gov.uk/ISN_2022-08_Subcontracting_or_Collaborating_on_Classified_MOD_Programmes.pdf)
(publishing.service.gov.uk)

34. If the sub-contract is approved, the Contractor shall flow down the Security Conditions in line with paragraph 32 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Physical Destruction

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

Private Venture Activities

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

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

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

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

Publicity Material

37. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia;

scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government.

38. For UK Contractors where the exhibition assets relate to multiple Delivery Teams or for Private Venture defence related material where there is no defined Delivery Team, the Contractor shall request clearance for exhibition from the Directorate of Security and Resilience when it concerns Defence Related Material. See the MOD Exhibition Guidance on the following website for further information:

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

Export sales/promotion

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

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

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

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

Interpretation/Guidance

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

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

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

Audit

Annex A to Schedule 20 to 711279452

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

STATEMENT OF TECHNICAL REQUIREMENT - TEMPLATE**DIRECTIONS FOR COMPLETION**

1. The EMDaD Statement of Technical Requirement shall be completed as part of call-off Contract award and subsequent Framework Agreement Contract Amendment. It shall be derived from the EMDaD SRD Compliance Statement that shall be issued within the Request for Proposal (RFP) and represents the Contracted Level of Performance (LoP) that the delivered EMDaD systems shall achieve. The Authority shall evaluate the delivered EMDaD system under the contract against the Contracted LoP at System Acceptance.
2. The Authority shall complete the Contracted Level of Performance information for all SRs associated which is determined from the Qualification trials. The highest level of evidence provided against each SR requirement shall be used.

	System Requirement	Contracted Level of Performance
SR -1		
SR -2		
SR -3		
SR -4		
SR -5		

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To be submitted within Qualification Invitation.

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

Notes for Guidance

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

Use a DEFFORM 177 and insert:

- a.* the date of the Agreement;
 - b.* the sub-contractor's full name;
 - c.* the sub-contractor's registered address;
 - d. paragraph 1 - the full name of the main Contractor;
 - e. paragraph 1 - the Contract number of the main contract;
 - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
 - g.* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these themselves if necessary);
 - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
 5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
 - a. the deletion of the legend "DEFFORM 177 (Edn /)";
 - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex to the Contract".
 6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

THIS AGREEMENT is made the _____ day of _____ 19____

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with _____ (hereinafter called "the main contractor") a contract bearing the reference number _____ (hereinafter called "the main contract") for the design and development of _____ the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract they wish to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified its willingness to approve the sub-contract on condition that in consideration of it giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified their willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

Schedule 23 to Contract No. 711279452

DEFFORM 177 (Edn 06/21)

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be
inserted as
appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> 711279452	2. <u>CDR Number</u> 001	3. <u>Data Category</u> Maintenance/Repair	4. <u>Contract Delivery Date</u> Upon call-off order Contract
5. <u>Equipment/Equipment Subsystem Description</u> As specified within call-off Contract		6. <u>General Description of Data Deliverable</u> Information contained in repair and maintenance manuals or other standard repair and maintenance documentation for any and all equipment procured by MOD including but not limited to: Repair including Warranty Repairs Maintenance Packs Operator Manuals Disposal Data Pack Army Equipment and Support Plan information Codification documentation Train the Trainer information Safety and Environmental Case Report information	
7. <u>Purpose for which data is required</u> a. To operate products b. to maintain goods under Surveillance Target Acquisition Support Contract with Qioptiq c. design and produce jigs, tools and test equipment for in-service support d. monitor work under repair and maintenance contracts		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn 06/21) - Repair and Maintenance Information DEFCON 21 (Edn 06/21) – Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> None			
10. <u>Medium of Delivery</u> To be delivered digitally via email or through defenceshare.mod.uk if file size too large.		11. <u>Number of Copies</u> 1	



Ministry
of Defence

Supply Chain Resilience and Risk Awareness Mapping Template

1. This DEFFORM is to facilitate supply chain information capture to inform the Authority's Supply Chain Resilience Intelligence Performance (SCRIPT) Tool.
2. This is the starting point for our investment into and understanding of the Defence Supply Chain and those Suppliers who contribute to the widest possible Defence Outputs. To achieve success, we need to assess the Supply Chain down including, where possible, the upstream domain of raw materials. Using a number of vulnerability and fragility metrics, we will conduct continuous analysis and maintain an oversight of all Suppliers in the enterprise to seek out and identify where potentially unforeseen risks may impact us all the 'Whole Force' of Defence and Supplier

3. MANDATED SUBMISSIONS

In accordance with DEFCON 565, Contractors are required to populate the following tabs of this spreadsheet:

- a. Contractor
- b. Tier_1_Subcon(s)
- c. Tier_2_Subcon(s)
- d. Amdt_-_Additional_Subcon(s) - upon changes to the supply chain
- e. Amdt_-_Subcontractor_Removal - upon changes to the supply chain

4. OPTIONAL PROVISION

Submission of further data within these tiers is positively encouraged. The greater the provision of supply chain information, the more effective the tool shall be. It enables the Authority to look cross contract and understand the interwoven complexities that exist across the holistic defence supply chain.

- a. Tier_3_Subcon(s)-Optional
- b. Tier_4_Subcon(s)-Optional

5. Completed DEFFORM 565's should be returned to the SM&RT Team, FAO: SCM Lead at DES Comrcl-SMaRT (MULTIUSER) - DESComrcl-SMaRT@mod.uk

6. It is critical that the commercial sensitivity of the supply chain information is not underestimated. Industry have agreed to provide this information solely for the use of supply chain mapping and it is to be used by MOD only. Contractors shall not be granted access to the tool, nor should they be given access to any of the outputs. This includes any manpower subs, delivery partners, agency staff or similar.

7. You should contact your nominated commercial office in the first instance with any queries.

Contractor Details								Supplier Contact			Factory/Additional Premises Location #1			Factory/Additional Premises Location #2			Factory/Additional Premises Location #3		
Contract Number	<div></div>							Relevant Supply Chain Representative	Telephone number	Email	Town/City	Postcode	Country	Town/City	Postcode	Country	Town/City	Postcode	Country
Full Company Name	Company Registration Number	DUNS number	Address (location contract is to be performed)	Postcode	Country of performance	Description of goods and/or services being delivered	Type of Sourcing												

[illegible]

OFFICIAL-SENSITIVE COMMERCIAL (when complete)

OFFICIAL-SENSITIVE COMMERCIAL (when complete)

2nd Tier Subcontractor(s)									Factory/Additional Premises Location #1			Factory/Additional Premises Location #2		
Full Company Name	Company Registration Number	DUNS number	Supplier to whom?	Address (location contract is to be performed)	Suppliers Postcode	Country of performance	Description of goods and/or services being delivered	Type of Sourcing	Town/City	Postcode	Country	Town/City	Postcode	Country

[illegible]

[illegible]

[illegible]

3rd Tier Subcontractor(s) - Optional									Factory/Additional Premises Location #1			Factory/Additional Premises Location #2		
Full Company Name	Company Registration Number	DUNS number	Supplier to whom?	Address (location contract is to be performed)	Suppliers Postcode	Country of performance	Description of goods and/or services being delivered	Type of Sourcing	Town/City	Postcode	Country	Town/City	Postcode	Country

[illegible]

4th Tier Subcontractor(s) - Optional									Factory/Additional Premises Location #1			Factory/Additional Premises Location #2		
Full Company Name	Company Registration Number	DUNS number	Supplier to whom?	Address (location contract is to be performed)	Suppliers Postcode	Country of performance	Description of goods and/or services being delivered	Type of Sourcing	Town/City	Postcode	Country	Town/City	Postcode	Country

Amdt - Additional Subcontractor(s)									Factory/Additional Premises Location #1			Factory/Additional Premises Location #2		
Full Company Name	Company Registration Number	DUNS number	Supplier to whom?	Address (location contract is to be performed)	Suppliers Postcode	Country of performance	Description of goods and/or services being delivered	Type of Sourcing	Town/City	Postcode	Country	Town/City	Postcode	Country

[illegible]

[illegible]

Supply Chain Resilience and Risk Awareness Mapping Template

MOD Anti-Slavery One Page Risk Assessment Tool																									
How to use the risk assesment																									
<p>PLEASE NOTE: This risk assessment is not for requirements that are Category A or B as these (due to value and complexity) are regarded as high risk. Please refer to the Tackling Modern Slavery in Supply Chains CPS for guidance for these categories.</p> <p>This has been designed to support Commercial Officers to undertake a light touch modern slavery risk assessment of their contracts. The purpose is to help determine which requirements may require process and procedures put in place to mitigate the potential risk of modern slavery. It is recommended that winning bid suppliers, delivering contracts assessed as either high or medium risk, should be invited to complete a modern slavery assessment using the Modern Slavery Assessment Tool (MSAT) .</p> <p>On the next tab, each question refers to whether an aspect of the contract is high risk - for example, the industry type;- one risk point is allocated each time the answer "yes," is generated. Reponses of "Yes or No" will automatically be populated when you select your response from the drop down list provided. This methodology continues for the remainder of the spreadsheet. With the exception of 'Supplier Country'. You must add in the supplier Country and use https://www.globalslaveryindex.org/2018/data/maps/#prevalencer to ascertain whether or not the country is considered high risk. The total number of points are then calculated to assess whether the contract is very low risk (0 points), low risk (1-2 points), medium risk (3-4 points) or high risk (5-6 points).</p> <p>If you know your specific industry type, operating context or business / supply chain model (and you believe it falls into a high risk category) but it does not appear in the pre-determined dropdown lists provided, please contact the Commercial Policy Helpdesk.</p>		<p>RISK KEY:</p> <p>High risk</p> <p>Medium risk</p> <p>Low risk</p> <p>Very low risk</p>																							
1)	<p>The risk assessment is based on the risk assessment methodology laid out in the Government Commercial Function's Modern Slavery guidance. You should refer to pages 19 to 20 in this guidance when completing the template:</p> <p>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/830150/September_2019_Modern_Slavery_Guidance.pdf</p>																								
2)	<p>Complete the template by filling in the following fields (on the next tab):</p> <table><tr><td>Procurement / Contract: Contract name</td><td>Free text</td></tr><tr><td>Contract summary</td><td>Free text</td></tr><tr><td>Procurement / Contract: Record type</td><td>Free text</td></tr><tr><td>Contract start date</td><td>Free text</td></tr><tr><td>Contract end date</td><td>Free text</td></tr><tr><td>TLB</td><td>Free text</td></tr><tr><td>Total value</td><td>Free text</td></tr><tr><td>Contract Category</td><td>Select from drop down menu</td></tr><tr><td>Details of industry</td><td>Use the drop down to select from the following list: Construction Manufacturing and electronics (including Defence equipment) Garment/ textile production (including footwear, uniform etc.) Service (including the hospitality, security services, defence services, cleaning and catering) Logistics, including warehousing, transport Agriculture Mining Logging Fishing and fisheries Food processing Healthcare, social care Don't know - If you do not know which industry your requirement fits. Please note this will result in a 'one point' being awarded. Other - If you know the industry but it does not fit in any other category please select other.</td></tr><tr><td>Risk of Industry type</td><td>This will be pre populated dependant on the selection in 'Details of high risk industry' cell.</td></tr><tr><td>Details of supplier location</td><td>Although modern slavery can occur anywhere in the world, there are some countries where the risk is predicted to be higher. The Global Slavery Index (https://www.globalslaveryindex.org/) contains national estimates, calculated by the Walk Free Foundation, on the basis of a predictive model that accounts for individual and country-level risk factors. Suppliers from these countries can often be part of supply chains within the UK. You should consult the Index to ascertain if the supplier's location features in the list of high risk countries. This is a free text box</td></tr><tr><td>Risk of Supplier location</td><td>Indicate whether the supplier location is high-risk. Please refer to Global Slavery Index (https://www.globalslaveryindex.org/) to assit your assessment.</td></tr></table>	Procurement / Contract: Contract name	Free text	Contract summary	Free text	Procurement / Contract: Record type	Free text	Contract start date	Free text	Contract end date	Free text	TLB	Free text	Total value	Free text	Contract Category	Select from drop down menu	Details of industry	Use the drop down to select from the following list: Construction Manufacturing and electronics (including Defence equipment) Garment/ textile production (including footwear, uniform etc.) Service (including the hospitality, security services, defence services, cleaning and catering) Logistics, including warehousing, transport Agriculture Mining Logging Fishing and fisheries Food processing Healthcare, social care Don't know - If you do not know which industry your requirement fits. Please note this will result in a 'one point' being awarded. Other - If you know the industry but it does not fit in any other category please select other.	Risk of Industry type	This will be pre populated dependant on the selection in 'Details of high risk industry' cell.	Details of supplier location	Although modern slavery can occur anywhere in the world, there are some countries where the risk is predicted to be higher. The Global Slavery Index (https://www.globalslaveryindex.org/) contains national estimates, calculated by the Walk Free Foundation, on the basis of a predictive model that accounts for individual and country-level risk factors. Suppliers from these countries can often be part of supply chains within the UK. You should consult the Index to ascertain if the supplier's location features in the list of high risk countries. This is a free text box	Risk of Supplier location	Indicate whether the supplier location is high-risk. Please refer to Global Slavery Index (https://www.globalslaveryindex.org/) to assit your assessment.
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Details of operating context	<p>Use the drop down to select from the following non-exhaustive list.</p> <p>Inadequate labour laws and regulations in the country of origin with little or no-enforcement;</p> <p>Presence of cheap labour and high numbers of vulnerable workers - this may include women, children and young workers, migrants, minorities, groups with a history of discrimination or exclusion of workers with disabilities);</p> <p>Absence of effective grievance mechanisms and representative workers' organisations/collective agreements -in some situations workers are discouraged or prevented from joining an independent trade union, or collective agreements are reached between a 'ghost' union and an employer with no consultation with workers - these are known as protection contracts;</p> <p>A lack of business and/or government accountability;</p> <p>Widespread discrimination against particular groups - for example women or certain ethnic groups;</p> <p>Wars/conflicts;</p> <p>High levels of poverty and unemployment.</p> <p>Don't know - If you do not know which operating context your requirement fits. Please note this will result in a 'one point' being awarded.</p> <p>Other - If you know the operating context but it does not fit in any other category please select 'Other'. However, if you consider this operating context to be of high risk please contact the Commercial Policy helpdesk..</p>
Risk of supplier operating context	This will be pre populated dependant on the selection in 'Details of high risk operating context' cell.
Details of business/supply chain model	<p>Use the drop down to select from the following:</p> <p>Sub-contracting and complex supply chains - the larger and more complex the supply chain, the harder it is for organisations to know about conditions for workers in their supply chains;</p> <p>Complex employment relationships - complex employment relationships with a reliance on agency, outsourced or subcontracted workers adds another layer of separation between employers and workers, leaving workers exposed to unethical practices;</p> <p>Use of labour recruiters in supply chains - recruitment and hiring through labour brokers can increase the risk of trafficking and forced labour due to the prevalence of corrupt practices and recruitment fees;</p> <p>Purchasing that is predicated only on a profit margin matrix - i.e. rapid turnaround times/high flexibility for production/low margins for large quantities of goods, depending on unreliable trends, can leave workers vulnerable to exploitative practices.</p> <p>Don't know - If you do not know the business/supply chain model your requirement fits. Please note this will result in a 'one point' being awarded.</p> <p>Other - If you know the business/supply chain model but it does not fit in any other category please select 'Other'. However, if you consider this business/supply chain model to be of high risk please contact the Commercial Policy helpdesk..</p>
Risk of Business/supply chain model	This will be pre populated dependant on the selection in 'Details of high risk business / supply chain model' cell.
Details of workforce	<p>Use the drop down to select from the following list::</p> <p>Reliance upon low-skilled or unskilled labour - typically work that is low-paying and undervalued and often undertaken by vulnerable workers);</p> <p>High numbers of temporary, seasonal, or agency workers - worker vulnerability is heightened by employment uncertainty - women workers and children are particularly vulnerable;</p> <p>Dangerous or physically demanding work;</p> <p>Isolation of workers - due to working in rural locations, being home-based or in unmonitored and unregulated environments.</p> <p>Don't know - If you do not know details of workface for your requirement fits. Please note this will result in a 'one point' being awarded.</p> <p>Other - If you know the workforce details but it does not fit in any other category please select 'Other'. However, if you consider the workforce to be of high risk please contact the Commercial Policy helpdesk..</p>
Risk of workforce	This will be pre populated dependant on the selection in 'Details of high risk business / supply chain model' cell.
Score	This will be calculated automatically based on your answers.
3)	<p>Requirements returning a high / medium risk may require process and procedures put in place to mitigate the potential risk of modern slavery. It is recommended that winning bid suppliers, delivering contracts assessed as either high or medium risk, should be invited to complete a modern slavery assessment using the Modern Slavery Assessment Tool (MSAT) as mininum.</p>

MOD Anti-Slavery One Page Risk Assessment Tool

[illegible]

Modern slavery risk prioritisation: Potential ne

Any next steps must be proportional to mitigate and monitor areas of co

Once you have completed the risk assessment of contracts and identified whether there is a medium or high risk, you could consider taking the following next **key steps**:

1. Use modern slavery criteria as part of the social value weighting when awarding contracts. Public bodies should use the social value model to take account of the additional social benefits that can be achieved in the delivery of its contracts. Social value should be explicitly evaluated in UK central government procurements, rather than just 'considered'. Under the social value model, a minimum overall weighting for social value of 10% of the overall score is mandated.

2. Add modern slavery contractual clauses. Procurers need to ensure that the terms and conditions of their contracts enable responsible behaviour and encourage adherence to international labour standards. In medium and high-risk contracts, it is good practice to include specific terms and conditions relating to modern slavery, to strengthen contractual protection.

It is important to make sure that all suppliers and their sub-contractors clearly understand what the key contractual requirements related to modern slavery mean in practice. When contractual clauses are weak, or have not been communicated clearly, suppliers and/or sub-contractors can say they were not aware of expectations.

3. Require suppliers to complete the Modern Slavery Assessment Tool within 60 days if requested by the buyer. The tool asks about the processes the supplier has in place to identify and address modern slavery risks in their own supply chains.

4. Set aside budget for social audits by an independent 3rd party.

In many cases, standard audits may not reveal hidden modern slavery abuses. Therefore, you could include a clause in the contract allowing social audits to be conducted by a 3rd party. You should agree in writing which party will be responsible for covering the costs.

5. Create effective action plans to remediate workers if modern slavery issues are identified or raised.

It is important to have a victim centred approach, ensuring immediate and serious risks are mitigated first and take a long-term collaborative approach with suppliers and stakeholders to resolve root-causes.

Next steps

concern.

Good practice

When reviewing the tender, buyers should review the following key areas if modern slavery has been added in the social value weighting:

- a. Supplier's understanding of modern slavery risks and issues** - The tenderer should include details on the risks they face in the industry / sector, providing a detailed overview of how they are identifying issues in their supply chain (e.g. through regular audits / in-person visits, engagement with workers etc.). They should also give specific examples on how they built knowledge on this topic (e.g. attending training sessions, carrying out independent research, etc.).
- b. Supplier's measures to identify, mitigate and manage modern slavery risks** - The tenderer should have information on the composition and potential vulnerabilities of specific groups within the workforce (both their own workplace and their business partners). They should have visibility of this information for Tier 1 suppliers and beyond, with details around nationality, gender split, contract types etc.
- c. Supplier's policies and practices to mitigate and manage modern slavery risks** - The tenderer should be able to demonstrate how policies and commitments are implemented in practice. Ask for evidence such as contracts with business partners, audit reports, worker interview records, grievance logs etc. Also request specific examples/evidence on how they are mitigating the risks effectively –through prevention, capacity building, remediation actions and their impact on workers.
- d. Ways of working with NGOs, trade unions or other businesses to address modern slavery risks** - Ideally, the tenderer should be able to demonstrate relationships with NGOs, trade unions, and other businesses, focusing on collaborative actions to improve the welfare of workers and implement improvements and remedy at their workplaces.

In medium/high-risk contracts, it is good practice to include specific terms and conditions related to modern slavery risk, to strengthen contractual protection. Such terms and conditions may ask potential tenderers to:

- Warrant and represent that it has not been convicted of any modern slavery or human trafficking offences anywhere around the world.
- Ensure it is compliant with obligations under the Modern Slavery Act 2015, including section 54 of the Act which requires certain organisations to publish annual modern slavery statements.
- Prohibit the use of slave, forced, bonded, child or involuntary prison labour throughout operations and supply chains and implement appropriate due diligence procedures to ensure there is no modern slavery in any part of its supply chain.
- Forbid any supplier staff or subcontractor staff to lodge deposits or identity papers with the employer and they shall be free to leave their employer after reasonable notice.
- Take appropriate measures to ensure workers in their operations and workers in sub-contractors are not paying recruitment fees to secure employment and where identified they are remedied.
- Complete the Modern Slavery Assessment Tool within 60 days if requested by the buyer. The tool asks about the processes the supplier has in place to identify and address modern slavery risks in their own supply chains.
- Ask the supplier for a 'supply chain map' which includes details of subcontractors (such as the name of the manufacturing facilities and their locations). This will enable you to conduct online research on these subcontractors to see if there are any known risks with those subcontractors and/or the sector/location. Some suppliers may not have detailed supply chain maps that include information on the whole supply chain (from raw material extraction to finished good) but suppliers should at minimum have details of their direct suppliers and should be encouraged to map deeper into their supply chains where possible.
- Allow unannounced inspections of premises by buyers or 3rd party auditors and ensure that inspectors/auditors are able to speak directly to supplier's employees in a confidential manner and using the employee's native language. The clause could say which party bears the cost of the audit.
- Share social audit reports of their subcontractors if the buyer requests and cooperate with the buyer to undertake additional human rights audits of sub-contractors if the buyer requests.
- Report the discovery or suspicion of any slavery, trafficking and labour rights abuses in its operations or supply chains to the buyer and relevant national or local law enforcement agencies.

The tool has been designed to:

- **facilitate open and frank discussions between buyers and suppliers on modern slavery** – which is so prevalent, that most businesses will have it somewhere in their supply chains
- **support suppliers better understand the good practice anti-slavery measures they should implement** (based on extensive consultation to develop MSAT)
- **deployed with a wide range of businesses so every recommendation won't be applicable** – if a supplier thinks a recommendation doesn't apply, they should explain why

Suppliers spend a significant amount of time completing MSAT. **You should have regular follow ups with all** – otherwise it's just another Government form!

- Focus on the recommendations in the MSAT report for your follow up discussions – go through them one by one.
- Get an understanding from suppliers on which recommendations they can prioritise and timescales. Some recommendations require short term action but others are more complex to implement.
- Record outcomes from discussions on the notes functionality (keep these high-level as they might be accessible to other public bodies).
- Follow up on the recommendations suppliers commit to implementing in future meetings (as

Social audits should:

- Be carried out by assessors that have been appropriately trained on how to investigate potential indicators of modern slavery and are familiar with region-specific issues.
- Ensure that a prior risk assessment has been carried out which gives assessors a clear overview of the types of vulnerable workers who may be present and some of the drivers of modern slavery risk in the geography/sector. Areas of investigation and questions should be adjusted to focus on these issues.
- It is essential that a 'do-no-harm' approach is taken in the first instance and safeguards are put in place to ensure that actions by an assessor or investigator do not put vulnerable workers at greater risk, nor compromise the ability to conduct further investigation by competent authorities if criminal abuse and exploitation is suspected.
- Focus primarily on understanding worker perspectives of the issues, via interviews carried out in a confidential setting, in the workers' own language and triangulating this information with evidence submitted by management. A sample size of 15-20% of the migrant workforce is recommended.

If suppliers raise a due diligence/policy issue in their MSAT report, buyers should:

- Set up a follow-up meeting with your supplier to understand the situation. It is important to create an open and collaborative environment so suppliers feel comfortable sharing information with you. Modern slavery is so pervasive that it can be lurking in any supply chains so buyers should not penalise suppliers for raising issues (in fact, buyers should promote transparency). Instead, buyers should seek to understand the situation and work with the supplier together to come up with an effective action plan that is monitored throughout the lifecycle of the contract.

If any instances of modern slavery has been uncovered in the audit reports/reported by the supplier, buyers should:

- Set up meetings with suppliers to fully understand the situation and come up with solutions to resolve the situation and remediate workers. Once you understand the situation, risks and resolution options, escalate to the relevant senior risk owner of your department to finalise the remediation plans (anti-slavery advocate/commercial director).
- Liaise with your supplier to create effective action plans with short-term goals to correct the immediate and pressing issues, and long-term goals to make sustainable changes to resolve the root-cause.
- Remedy can take a variety of different forms, including apologies, restitution, rehabilitation, financial and non-financial compensation as well as actions that aim to prevent harm, for example, injunctions or guarantees of non-repetition or non-retribution.
- When creating the action plans, parties need to determine who will be responsible for what actions.
- Remediation processes can be complex, so it is recommended that the procurement team involve

Further reading (you will need to copy the links into chrome or edge)

MOD Social Value Commercial Policy Statement -
http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/social_value/social_value_cps.pdf?zoom_highlight=%22social+value%22#search=%22social%20value%22

Guide to using the Social Value Model -
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf

The Social Value Model -
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf

Crown Commercial Service (CCS) Joint Schedule 5 (TBC, Schedule 5 may be updated to include some of these clauses) -

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/783943/Joint_Schedule_5_-_Corporate_Social_Responsibility_v.3.2.pdf

Modern Slavery Assessment Tool -

<https://supplierregistration.cabinetoffice.gov.uk/msat>

Please contact Commercial Policy if you are considering this as a possibility.

TBC CCS framework of auditors may be developed

More information on the remediation process can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/989252/Tackling_modern_slavery_in_PPE_supply_chains_-_guidance_for_public_bodies.pdf

More information on principles of remediation is available here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/830150/September_2019_Modern_Slavery_Guidance.pdf

Minimum Requirement - Financial Management Reports to be Provided by Suppliers

1		Provision of Information
	a	1st Report to be provided within 20 working days of the Effective Date of the contract.
	b	Report to be provided as stated in the contract on UK MOD working day 3 or by exception thereafter.
	c	Requirement does not substitute or replace any requirements under EVM, DEFCON 694 (GFA) or any other DEFCON, providing that delivery of that information is linked to key performance indicators and cash payments to the supplier.
	d	Financial Information to be provided VAT Exclusive.
	e	All reports to be endorsed by the contractor representative, recognising that accruals are estimates, but confirming that the report reflects their judgement of the activity on the contract
2		Contract Summary Information
	a	Contract Number.
	b	Contract Title.
	c	Supplier Name.
	e	Original Contract Price Excluding VAT (at contract start date).
	f	Revised Contract Price (to reflect any agreed contract amendments) Excluding VAT.
	g	Nature of Pricing - e.g firm, fixed, target cost incentive fee.
	h	Currency.
	i	Report Date.
3		Information to be Provided
	a	Minimum granularity is contract schedule lines. [May be extended to reflect, for example, KPI, Milestones, Activities, Items, NSNs.] It is noted that in some circumstances contract schedule lines may not be appropriate (e.g. commodity items) and may need to be grouped.
	b	Inventory information (if applicable) to separately identify service charge and purchases of inventory [required for all on-Statement of Financial Position, Off System Inventory CLS arrangements].
	c	Description.
	d	Value (Ex VAT) - contractual value of the activity.
	e	Progress % work completed on the activity as at report date.
4		Financial Profile - The report is to collect information on actual and planned accruals: that is the contractual value of work undertaken (earned value of work) within a period, for which the MOD will be [was] liable to pay. It includes work undertaken by sub-contractors. It includes work completed and invoiced. The total value of work [to be] completed is expected to be comparable to the contract price. If a fixed or firm price has been agreed for the contract then the value of work should be assessed on this basis.
	a	Prior Years: Work completed (value to sales) in previous financial years.
	b	Earned Value: Work completed (value to sales) in month - this is the value of work done (accrued/earned value) during that calendar month.
	c	Earned Value: Cumulative Work Completed (value to sales) - this is the value of work done (accrued/earned value) on the activity to date.
	d	MOD Current Financial Year monthly - this will be a mix of actual completed to the end of the current period and forecast beyond that date.
	e	After the Current Financial Year an annual estimate by MOD Financial Year (Apr XX to Mar XY) until contract end date - Forecast periods show the expected work to be undertaken during each period on the activities in the contract. Insert additional years as required.

Note: Accruals represent the earned value or work the contractor has completed to date.

Example Submission

DEFFORM 647 ANNEX B

Contract No:	xxxxx	Description:	xxxxxx	Supplier:	xxxxxx	Original Contract price:	xxxxxx	Report Date:	02-Jul-13
						(Ex VAT)		Currency:	£ UK Sterling
<u>Financial Management Report (Work Completion Plan) - £</u>						Revised Contract price:	xxx	Nature of Pricing:	e.g. firm/fixed

[illegible]

Contractor representative:

This document is an estimate of the price of the work completed on this contract, and is based on my best judgement reflecting the information available to me.

Name _____

Signature _____

Position _____

Date _____

The Statement Relating To Good Standing

Contract Title: Electro-Magnetic Defeat and Detect (EMDaD) Procurement Framework Agreement

Contract Number: 711279452

1. We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including their directors or any other person who has powers of representation, decision or control of [*insert potential supplier*] have not been convicted of any of the following offences:

- a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
- d. the offence of bribery;
- e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
- f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- g. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
- h. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
- i. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- j. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- k. any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any part of the United Kingdom or Gibraltar.

* including amendments to the legislation

2. [*Insert potential supplier*] further confirms to the best of our knowledge and belief that they:

- a. being an individual, are a person in respect of whom a debt relief order has not been made, are not bankrupt or have not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against them or have not made any composition or arrangement with or for the benefit of their creditors or have not made any conveyance or assignment for the benefit of their creditors or do

OFFICIAL

Schedule 28 to Contract No. 711279452

not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland have not granted a trust deed for creditors or become otherwise apparently insolvent, or are not the subject of a petition presented for sequestration of their estate, or are not the subject of any similar procedure under the law of any other state;

b. being a partnership constituted under Scots law, have not granted a trust deed or become otherwise apparently insolvent, or are not the subject of a petition presented for sequestration of their estate;

c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 have not passed a resolution or are not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or are not the subject of similar procedures under the law of any other state;

d. have not been convicted of a criminal offence relating to the conduct of their business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;

e. have not committed an act of grave misconduct in the course of their business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;

f. have not been told by a contracting authority, that the Potential Provider does not possess the reliability necessary to exclude risks to the security of the United Kingdom*;

g. have fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar;

h. have fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

OFFICIAL

Schedule 28 to Contract No. 711279452

3. ***[Insert potential supplier]*** also confirms that to the best of their knowledge and belief they are capable of providing a carbon reduction plan to the specification (as listed in PPN 06/21 and associated guidance documents) or are capable of providing acceptable justification for such plan to have incomplete emissions data or have a reporting period outside a 12 month period from the date of the procurement.

4. ***[Insert potential supplier]*** confirms they hold a Quality Management System certification to ISO 9001 or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body⁴.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name

**Signed
(By Director of the
Organisation or
equivalent)**

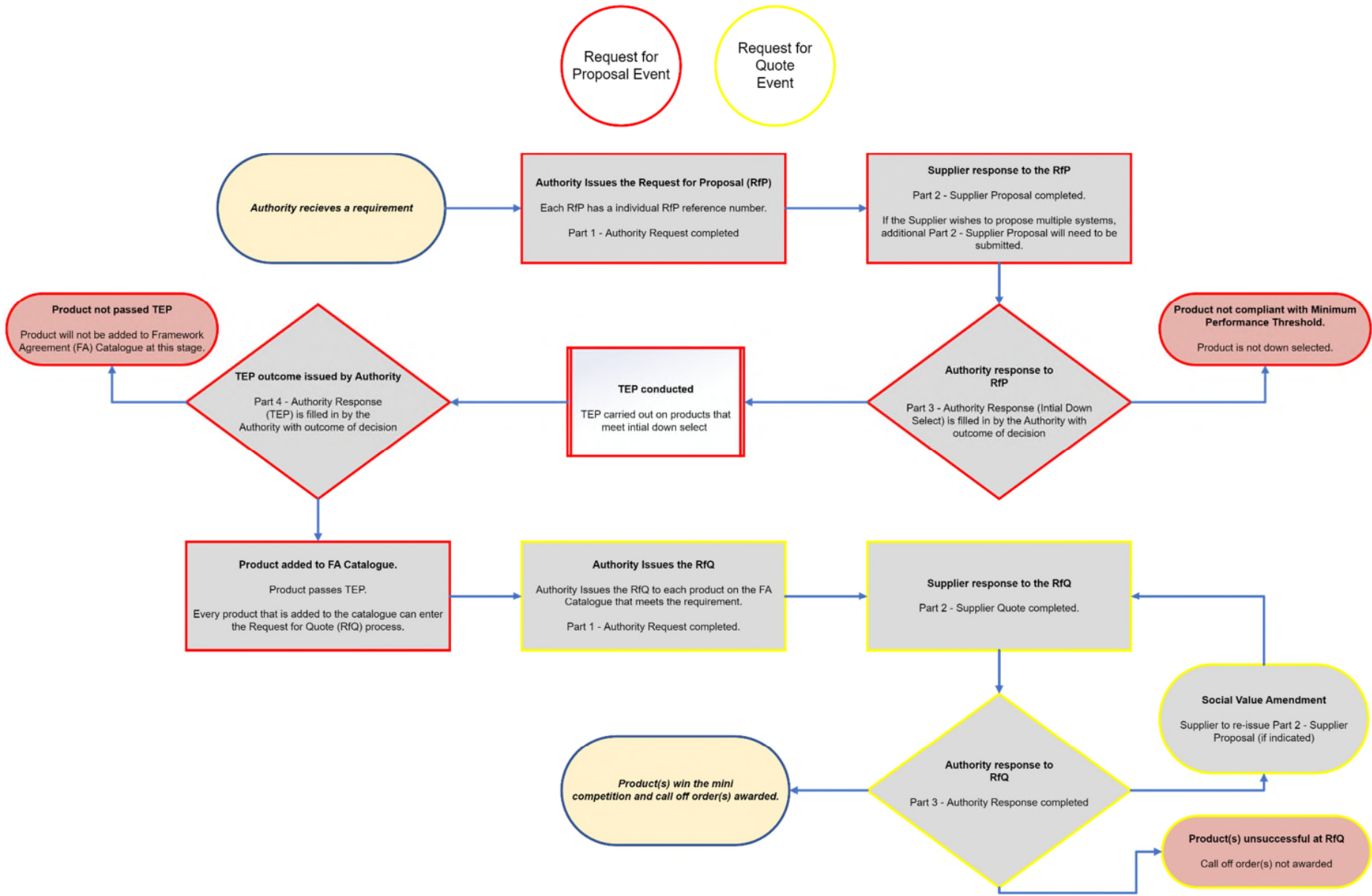
Name

Position

Date

⁴ Note: Where the candidate proposes to deliver the requirement in whole or in part by reliance on the capacities of other entities, whether as part of a formal consortium or otherwise, the candidate must ensure that each entity can provide certification, from the right issuing body, of compliance with the required QMS standard in respect of the scope of the work that the candidate proposes that entity will fulfil.

EMDaD Procurement Framework Agreement: Call - Off Process



EMDaD Procurement Framework Agreement: Call - Off Process

Schedule 29 to Contract No. 711279452

(Once Completed)

Schedule 30 to Contract No: 711279452

Schedule 30 – Request for Proposal (RfP) Template**PART 1 – AUTHORITY REQUEST**

To:	From: DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH
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CONTRACT NUMBER: 711279452	RFP REFERENCE NO: <i>(allocated by MoD for each product at each call off)</i>
DATE OF REQUEST:	

You are requested to put forward product(s) complying with the minimum performance threshold described in the below table. This shall be submitted to the named authorisers of this form as stated below using Part 2 – Supplier Proposal.

MINIMUM PERFORMANCE THRESHOLD FOR INTITAL PAPER DOWN SELECT	
<i>Which could include but is not limited to - Detect And/Or Defeat System And/Or Associated Systems, Weight (Kgs), Dimensions (L x W x H cm), Frequency Range, Approximate Quantity Required, EMC 2016, UKCA 2021, UK Radio Equipment 2017 Regulations</i>	
PROPOSAL RESPONSE DEADLINE	

TECHNICAL EVALUATION PROCESS
<i>This section will reference how the Authority will down select product(s), which can differ between RfPs.</i>

PROJECT MANAGER AUTHORISATION		COMMERCIAL OFFICER AUTHORISATION	
DATE:		DATE:	
SIGNED:		SIGNED:	
NAME:		NAME:	

(Once Completed)

(Once Completed)

Schedule 30 to Contract No: 711279452

PART 2 – SUPPLIER PROPOSAL

To:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH	From:
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CONTRACT NUMBER: 711279452	RFP REFERENCE NO: <i>(allocated by MoD for each product at each call off)</i>
CONTRACTOR NUMBER:	POPOSAL NUMBER:
DATE OF RESPONSE:	

Full details are required for each product that a supplier would like to put forward for consideration. The requirement section of the below table will be filled in by the Authority and will differ between RfPs. A supplier can put forward more than one system per RfP from the Authority. Please indicate the proposal number above

SUPPLIER PRODUCT DETAILS	
Requirement	Supplier Response

SUPPLIER REPRESENTATIVE:	SIGNED:

(Once Completed)

(Once Completed)

Schedule 30 to Contract No: 711279452

PART 3 – AUTHORITY RESPONSE (INITIAL DOWN SELECT)

To:	From:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH
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CONTRACT NUMBER: 711279452	RFP REFERENCE NO: <i>(allocated by MoD for each product at each call off)</i>
CONTRACTOR NUMBER:	POPOSAL NUMBER:
DATE OF RESPONSE:	

Following submission of Part 2 – Supplier Proposal, the Authority requests/can conclude that:

Your proposal has been deemed compliant with the minimum performance threshold and has passed the initial paper based down select.
Your proposal has been deemed not compliant with the minimum performance threshold. Please take no further action on this Task.

If the product has been successful in passing the initial paper down selection, the Authority will subsequently issue a Part 4 – Authority Response (Evaluation Process) once the Evaluation Process has been conducted for all down selected systems.

NAME:	NAME:
POSITION: Project Manager	POSITION: Commercial Officer
SIGNED:	SIGNED:
DATE:	DATE:

(Once Completed)

(Once Completed)

Schedule 30 to Contract No: 711279452

PART 4 – AUTHORITY RESPONSE (TECHNICAL EVALUATION PROCESS)

To:	From:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH
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CONTRACT NUMBER: 711279452	RfP REFERENCE NO: <i>(allocated by MoD for each product at each call off)</i>
CONTRACTOR NUMBER:	POPOSAL NUMBER:
DATE OF RESPONSE:	

Your proposal has been deemed compliant with the Evaluation Process Criteria as listed/stated in Part 1. This product will be added to the Framework Agreement Catalogue.	
Your proposal has not passed the Evaluation Process as listed/stated in Part 1. This product will not be added to the Framework Agreement Catalogue at this time. Please see further details below.	

Further Details - Evaluation Process*To be filled in where necessary by the Authority*

NAME:	NAME:
POSITION: Project Manager	POSITION: Commercial Officer
SIGNED:	SIGNED:
DATE:	DATE:

(Once Completed)

(Once Completed)

Schedule 31 to Contract No: 711279452

Schedule 31 – Request for Quote (RfQ) Template**PART 1 – AUTHORITY REQUEST**

To:	From:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH
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CONTRACT NUMBER: 711279452	RfP REFERENCE NO: <i>(allocated by MoD for each supplier at each call off)</i>
DATE OF REQUEST:	RfQ REFERENCE NO: <i>(allocated by MoD for each supplier at each call off)</i>

DESCRIPTION AND SCOPE

Which could include but is not limited to – unit price, quantity, price breaks, spares and repairs information.

PROPOSAL RESPONSE DEADLINE	
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CALL-OFF AWARD METHODOLOGY

This section will reference how the Authority will down select product(s), which will be likely be based on:

Stage 1: Evaluate Social Value

Stage 2: Price/delivery/other (which may differ between RfQs)

PROJECT MANAGER AUTHORISATION		COMMERCIAL OFFICER AUTHORISATION	
DATE:		DATE:	
SIGNED:		SIGNED:	
NAME:		NAME:	

(Once Completed)

(Once Completed)

Schedule 31 to Contract No: 711279452

PART 2 – SUPPLIER QUOTE

To:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH	From:	
-----	---	-------	--

CONTRACT NUMBER: 711279452	RfP REFERENCE NO: <i>(allocated by MoD for each supplier at each call off)</i>
DATE OF REQUEST:	RFQ REFERENCE NO: <i>(allocated by MoD for each supplier at each call off)</i>

Please ensure you provide details described below for the system relating to the RfP reference above. The Requirement section will be filled in by the Authority.

SUPPLIER PRODUCT DETAILS	
Requirement	Supplier Response
<i>eg Spares Information (option pricing only)</i>	<i>eg External Document – [Document Reference X]</i>

SOCIAL VALUE IMPLEMENTATION: <i>(answer should include what MAC criteria will be addressed, found within DEFFORM 47 Annex A App 01-16). Further information can be found in the Social Value Model to support response)</i>	
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SUPPLIER REPRESENTATIVE:	SIGNED:

(Once Completed)

(Once Completed)

Schedule 31 to Contract No: 711279452

PART 3 – AUTHORITY RESPONSE

To:	From:	DE&S MOD Abbey Wood South STSP-DCC-Lethality NH3 Cedar 2B #4110 Bristol BS34 8JH
-----	-------	---

CONTRACT NUMBER: 711279452	RFP REFERENCE NO: <i>(allocated by MoD for each supplier at each call off)</i>
DATE OF RESPONSE:	RFQ REFERENCE NO: <i>(allocated by MoD for each supplier at each call off)</i>

Following submission of Part 2 – Supplier Quote, the Authority requests the following:

Please proceed with the work to the described parameters quoted in Part 2 – Supplier Quote and social value requirements, with a quantity of [X] units at the relevant price break.	
Please provide a revised time/cost quotation on Part 2 – Supplier Proposal.	
Please provide an amended Social Value Implementation statement in accordance with the MAC criteria and the Social Value Model .	
Please take no further action on this Task.	

As the Project Manager I am content that all the elements which make up the FIRM Price quotation submitted to the Authority by the Contractor within Part 2 – Supplier Quote for this particular task is commensurate with the work involved.

NAME:	NAME:
POSITION: Project Manager	POSITION: Commercial Officer
SIGNED:	SIGNED:
DATE:	DATE:

NAME:	VALUE OF THIS CALL OFF ORDER: £ (Ex-VAT)
POSITION: Cost Controller	
SIGNED:	
DATE:	

Added to CP&F	
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(Once Completed)

(Once Completed)

Schedule 31 to Contract No: 711279452

PART 4 - CERTIFICATION OF COMPLETION OF CALL OF ORDER

TASK TITLE:

CONTRACTOR'S DECLARATION (to be completed by the Contractor)

DATE TASK COMPLETED on:.....

Signed.....

Date:.....

Name:.....

Position.....

To be submitted with CP&F invoice

AUTHORITY'S PROJECT MANAGER'S CONFIRMATION OF COMPLETION

I confirm that the task has been completed and meets the criteria for acceptance set out in this RfQ.

Signed:.....

Date:.....

Name:.....

Position.....

(Once Completed)

Labour Rates

The Contractor shall use the Labour Rates detailed below when completing a AHT form at Schedule 12.

Year	Employee Function	Employee Grade	Firm Labour Cost £ (Ex VAT) / Hr
1 st April 2025 – 31 st March 2026	CTP	CTP	CTP
	CTP	CTP	CTP
	CTP	CTP	CTP
1 st April 2026 – 31 st March 2027	CTP	CTP	CTP
	CTP	CTP	CTP
	CTP	CTP	CTP
1 st April 2027 – 31 st March 2028	To be agreed between January 2027 and February 2027		
1 st April 2028 – 31 st March 2029	To be agreed between January 2028 and February 2028		
1 st April 2029 – 31 st March 2030	To be agreed between January 2029 and February 2029		

Notes:

1. CTP = Contractor to Populate
2. Insert additional rows for more employee grades as necessary for each financial year
3. A Separate document / table for each major sub-contractor for which Ad Hoc tasking may be relevant is required to be provided.

Guidance notes on completing Schedule 32 Labour Rates

1. The Tenderer shall refer to the Statement Of Work (SoW) for background information and guidance on how to complete Schedule 32.
2. The Tenderer shall populate all fields containing 'CTP' (Contractor to Populate).
3. The Tenderer shall complete a Line Item for each type of Functional Role.
4. The Tenderer shall complete a Line Item for each Grade within a Functional Role.
5. The Tenderer shall populate the 'Firm Cost/Hour' field with the value in GBP (Ex VAT) for each Functional Role and Grade.
6. These pricings will be used primarily in conjunction with Line 20 of Schedule 2 – Schedule of Requirements Ad Hoc Tasking (AHT).
7. A populated example is shown below to assist in completing the section.

<i>Year</i>	<i>Employee Function</i>	<i>Employee Grade</i>	<i>Firm Labour Cost £ (Ex VAT) / Hr</i>
1 st April 2023 – 31 st March 2024	Engineer	Level 3	£50.00
	Technician	Level 3	£35.00
	Technician	Level 2	£25.00
1 st April 2024 – 31 st March 2025	CTP	CTP	CTP
	CTP	CTP	CTP
	CTP	CTP	CTP

SUPPLY PRICES

Contract Start **/**/24					> **/**/24		
					Year 1 Indicative Price Per Unit - For Information only (£ EA)		
Item No	Land Service Number	NSN	MPN	Item Description	Quantity 01-49	Quantity 50-99	Quantity 100+
1			CTP	CTP	CTP	CTP	CTP
2			CTP	CTP	CTP	CTP	CTP
3			CTP	CTP	CTP	CTP	CTP
4			CTP	CTP	CTP	CTP	CTP
5			CTP	CTP	CTP	CTP	CTP