



**MOD Terms and Conditions for Less  
Complex Requirements  
(£122,979 - £378,660)**

**R1000166796**

*[Redacted – FOI Exemption]*

**Provision of Malloy Support to**

***[Redacted – FOI Exemption]***

## 1 Definitions - In the Contract:

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

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

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

**Contractor** means the person, firm or company specified as such in the 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;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

**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;

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

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

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

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

## 2 General

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

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

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

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

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

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

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

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

## 3 Application of Conditions

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

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

## 4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

## 5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall 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 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## 6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
  - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
  - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following

the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

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

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Data for Hazardous Contractor Deliverables**

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

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

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the 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 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

## **13 Progress Monitoring, Meetings and Reports**

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

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **16 Termination for Corrupt Gifts**

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

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

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

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

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

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

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

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

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

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

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

## **17 Material Breach**

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

## **18 Insolvency**

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

## **19 Limitation of Contractor's Liability**

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

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

- (1) for:

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

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

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

- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

DEFCON 76 (SC1) Edn 06/21  
Contractor's Personnel at Government Establishments

DEFCON 113 Edn 02/17  
Diversion Orders

DEFCON 524A (SC1) Edn 08/20  
Counterfeit Material

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

DEFCON 532A (SC1) Edn 08/20  
Protection of Personal Data  
(Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 Edn 06/21  
Subcontracting and Prompt Payment

DEFCON 538 Edn 06/02  
Severability

DEFCON 566 Edn 10/20  
Change of Control of Contractor

DEFCON 601 (SC) Edn 03/15  
Redundant Material

DEFCON 608 Edn 07/21  
Access and Facilities to be provided by the Contractor

DEFCON 609 (SC1) Edn 08/18  
Contractor's Records

DEFCON 611 (SC1) Edn 12/16  
Issued Property

**NOTE:**

**Government Furnished Assets Issued under this Contract**

**Description:**

*[Redacted – Military Sensitive Technical Information Exemption]*

**Quantity:** 1 (One)

**Terms of Loan:** Contract Support Item (CSI)

**Date of Supply:** Held at Contractor

**Date of Return:** Contractor to seek instruction from the Authority Representative (Project) at the end of the Contract Duration.

DEFCON 620 (SC1) Edn 08/21  
Contract Change Control Procedure

DEFCON 624 (SC1) Edn 12/16  
Use of Asbestos

DEFCON 627 (SC1) Edn 12/16  
Quality Assurance – Requirement for a Certificate of Conformity

DEFCON 637 Edn 05/17  
Defect Investigation and Liability

DEFCON 656A Edn 08/16  
Termination for Convenience – under £5M

DEFCON 694 (SC1) Edn 07/21  
Accounting for Property of the Authority

DEFCON 705 Edn 06/21  
Intellectual Property Rights – Research and Technology

## 21 The special conditions that apply to this Contract are:

### INVOICE SUBMISSION

Further to Standard Condition 14 (Payment), in order to obtain payment the Contractor shall:

a. submit an invoice to the Dstl Accounts Payable at the address set out in Box 11 of Schedule 3 Annex A to the Contract (DEFFORM 111) and send a PDF copy of the invoice to the Authority's Representative (Project – see Box 2 of Schedule 3 Annex A to the Contract – DEFFORM 111).

b. Invoices must quote the Contract number, Milestone number and Purchase Order number (where applicable).

### DELIVERABLE REPORT MARKING

a. All Reports included as Deliverables under the Contract e.g. Progress and/or Final Reports etc. must comply with the Defence Research Reports Specification (DRRS) @ <https://www.gov.uk/guidance/submit-a-report-to-athena> which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MOD.

b. Interim or Progress Reports: The report should detail, document, and summarise the results of work done during the period covered and shall be in sufficient detail to comprehensively explain the results achieved; substantive performance; a description of current substantive performance and any problems encountered and/or which may exist along with proposed corrective action. An explanation of any difference between planned progress and actual progress, why the differences have occurred, and if behind planned progress what corrective steps are planned.

c. Final Reports: shall describe the entire work performed under the Contract in sufficient detail to explain comprehensively the work undertaken and results achieved including all relevant technical details of any hardware, software, process or system developed there under. The technical detail shall be sufficient to permit independent reproduction of any such process or system.

d. The Contractor is to supply, at no additional cost to the Authority, a Minutes Secretary and produce minutes of the meetings if necessary.

e. The front page of any Minutes produced as a result of any Meeting between the Authority and the Contractor shall state:

“Nothing in these Minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract.”

f. Reports shall be signed on the Contractor's behalf by a person authorised to commit the Contractor.

### g. Marking of Deliverables (Documents)

(1) In accordance with DEFCON 705 there are two categories of Technical Deliverable:

- Full Rights Version
- Limited Rights Version

(2) In accordance with DEFCON 705 there are two categories of Technical Information:

- Full Rights Information
- Limited Rights Information

(3) In accordance with DEFCON 705 the Contractor shall provide a Full Rights Version of each specified Technical Deliverable.

(4) In any instance where the Full Rights Version does not provide all of the Technical Information the Contractor shall also provide a Limited Rights Version containing the balance of deliverable Technical Information.

(5) In accordance with DEFCON 705, the Contractor shall mark each Technical Deliverable in such a manner that the ownership of the Intellectual Property Rights and the rights of the Authority under DEFCON 705 are clearly stated. For this purpose the Contractor shall follow the Document Marking Scheme attached at Schedule [7].

If subcontractor information is to be included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the Contractor, the name of the subcontractor(s) should be entered in the bracketed fields below in addition to the name of the Contractor.

### CONTRACT OPTION (ITEM 5 OF SCHEDULE 2)

a. The option prices detailed at Item 5 of Schedule 2 are a rough order estimate which if exercised will be reviewed and adjusted to a firm price not subject to variation.

b. In addition to the Deliverables at Items 1 to 4 of Schedule 2, the Contractor hereby grants to the Authority the following irrevocable option at Item 5 to undertake additional engineering and assembly work to cover the integration and test of all payloads if it is determined necessary and require additional work. in accordance with the terms and conditions set out in this contract, it being agreed that the Authority has no obligation to exercise such options.

c. The Authority shall have the right to exercise any of the options detailed at Item 5 of Schedule 2 by no later than 28<sup>th</sup> February 2022. Should the Authority wish to exercise any of the options, the Authority's Representative (Commercial) will notify the Contractor, in writing via issue of an uniquely numbered Purchase Order, by no later than 28<sup>th</sup> February 2022.

d. The Authority shall not be obliged to exercise the options.

## 22 The processes that apply to this Contract are:

NOT USED

**Schedule 1 – Additional Definitions of Contract**



**Schedule 2 – Schedule of Requirements for Contract No:  
R1000166796 – Malloy Support to [Redacted – FOI Exemption]**

**Deliverables**

Item No.	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	N/A	N/A	<p>Design, Integration, Demonstration and Supply of a range of Malloy Aeronautics developed systems to support the testing, evaluation and demonstration of [Redacted – FOI Exemption], to include:</p> <p>a) RS1 UGV Payload (D1) (WP1.1 to 1.5)</p> <p>b) Podview MK4 emplacement Payload (D2) (WP2.1 to 2.5)</p> <p>c) [Redacted – FOI Exemption] RS2 dual effector Payload (D3) (WP3.1 to 3.5)</p> <p>d) [Redacted – FOI Exemption] D81 air and ground Drop Pod Payload (D4) (WP4.1 to 4.5)</p> <p>e) RM1 emplacement Payload (D5) (WP5.1 to 5.5)</p> <p>Deliverables to be supplied as detailed in D1 to D5 of Section 1.6 of the Statement of Requirements at Schedule [5] and the Contractors Proposal dated 11<sup>th</sup> October 2021 at Schedule [8]</p>	XY	EACH	<p>To be completed by no later than</p> <p>31/03/2022</p> <p>31/01/2022</p> <p>31/12/2021</p> <p>31/01/2022</p> <p>31/03/2022</p>	1 of Each Deliverable	See Next Column	[Redacted – FOI Exemption]

			To include Deliverable Reports delivered under DEFCON 705.						
2	N/A	N/A	<p>Provision of 2 weeks Contractor Engineering Support to [Redacted – FOI Exemption] Experimentation in the USA; including, to include:</p> <p>a) Training of [Redacted – FOI Exemption] staff</p> <p>b) Attendance at [Redacted – FOI Exemption] Trials</p> <p>c) Troubleshooting issues arising at trials</p> <p>d) Support to platform shakedown activity</p> <p>e) Shipping of Equipment to and from the USA</p> <p>For up to 4 [Redacted – FOI Exemption] Operators</p> <p>See D6 and D7 of Section 1.6 of the Statement of Requirements at Schedule [5]</p>	XY	EACH	<p>To be completed by no later than</p> <p>31/01/2022</p>	1	See Next Column	[Redacted – FOI Exemption]
3	N/A	N/A	<p>Provision of 14 Days Contractor Engineering Support to [Redacted – FOI Exemption] Experimentation in the UK; including, to include:</p> <p>a) Training of [Redacted – FOI Exemption] staff</p> <p>b) Attendance at [Redacted – FOI Exemption] Trials</p> <p>c) Troubleshooting issues arising at trials</p> <p>d) Support to platform shakedown activity</p> <p>For up to 6 [Redacted – FOI Exemption] Operators</p> <p>See D8 of Section 1.6 of the Statement of Requirements at Schedule [5]</p>	XY	EACH	<p>To be completed by no later than</p> <p>31/03/2022</p>	1	See Next Column	[Redacted – FOI Exemption]

[REDACTED – FOR PUBLICATION]

4	N/A	N/A	Project Management and Project Overheads incurred in the delivery of Items 1-3 above	XY	EACH	To be completed by no later than 31/03/2022	1	See Next Column	[Redacted – FOI Exemption]
5	N/A	N/A	<p><b><u>ROM COSTED OPTION</u></b></p> <p>Only applicable in the event that the Authority chooses to exercise its option in accordance with Special Condition 21 – Options (Item 5 of Schedule 2)</p> <p>Provision for additional engineering and assembly work to cover the integration and test of all payloads under D1 to D5 if it is determined to be necessary and require additional work.</p> <p>Option available to be exercised by no later than 28/02/2022</p>	XY	EACH	TBC	1	See Next Column	<p><b>OPTION (ONLY APPLICABLE IF THE AUTHORITY EXERCISES IAW SPECIAL CONDITION 21 – OPTIONS)</b></p> <p>[Redacted – FOI Exemption]</p>
								<b>Total Firm Price</b>	£247,621.85 (Items 1 to 4 inclusive)

Item Number	Consignee Address (XY code only)
1	<p>Deliverables (D1 to D5) under Item 1 of Schedule 2 are to be delivered to:</p> <p>[Redacted – FOI Exemption]</p> <p>Prior to making delivery, the Contractor must advise the Authority's Representative (Project) – see Box 2 of the DEFFORM 111.</p>
2 and 3	<p>Exact Delivery Locations are to be confirmed prior to Delivery, by the Authority's Representative (Project) – see Box 2 of the DEFFORM 111.</p> <p>The Contractor is to contact the Authority's Representative (Project) to obtain confirmation of consignee addressee(s)</p>

[REDACTED – FOR PUBLICATION]

**Schedule 3 - Contract Data Sheet for Contract No: R1000166796**

<b>Contract Period</b>	<p>Effective date of Contract: 2<sup>nd</sup> November 2021</p> <p>The Contract expiry date shall be: 31<sup>st</sup> March 2022</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority:          [Redacted – FOI Exemption]          Porton Down, Salisbury, Wiltshire, SP4 0JQ          For the Attention of: [Redacted – FOI Exemption]          Email to: [Redacted – FOI Exemption]</p> <p>Contractor:          Malloy Aeronautics Limited          36 Wattleton Road          Beaconsfield, HP9 1SE          For the Attention of: [Redacted – FOI Exemption]          Email to: [Redacted – FOI Exemption]</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>ISO9001 (Quality Management Systems)</p> <p>TickITPlus (Integrated approach to software and IT development)</p>

<p><b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b></p>	<p>A completed DEFFORM 68 (Hazardous Articles, 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:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) <i>[Redacted – FOI Exemption]</i></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p><i>[Redacted – FOI Exemption]</i></p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p><b>Clause 10 – Delivery/Collection</b></p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Prior to making any deliveries under this Contract, the Contractor is required to contact the Authority’s Representative (Project) as detailed at Box 2 of the Appendix to Contract (DEFFORM 111)</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor’s registered address):</p>
<p><b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b></p>	<p>Additional packaging requirements:</p> <p>All accompanying delivery notes should quote the Contract No. and PO Reference.</p>

<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: NOT REQUIRED</p> <p>Frequency: NOT REQUIRED</p> <p>Location: NOT REQUIRED</p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: NOT REQUIRED</p> <p>Frequency: NOT REQUIRED</p> <p>Method of Delivery: NOT REQUIRED</p> <p>Delivery Address: NOT REQUIRED</p>

## Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: [Redacted – FOI Exemption]

Address: [Redacted – FOI Exemption]  
Porton Down, Salisbury, Wiltshire, SP4 0JQEmail: [Redacted – FOI Exemption]  
☎ [Redacted – FOI Exemption]**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)

Name: [Redacted – FOI Exemption]

Address: [Redacted – FOI Exemption]

Email: [Redacted – FOI Exemption]  
☎ [Redacted – FOI Exemption]**3. Packaging Design Authority**

Organisation &amp; point of contact:

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

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

(b) U.I.N.

**5. Drawings/Specifications are available from****6. Intentionally Blank****7. Quality Assurance Representative:**

Name: See Box 2

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 [Redacted – FOI Exemption]

**8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent  
[Redacted – FOI Exemption] ☎ [Redacted – FOI Exemption]2. For all other enquiries contact [Redacted – FOI Exemption]  
☎ [Redacted – FOI Exemption]**9. Consignment Instructions**

The items are to be consigned as follows:

See Schedule 2 – Prior to making any deliveries under the Contract, the Contractor is to contact the Authority's Representative (Project) – See Box 2 – to make final arrangements.

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

A [Redacted – FOI Exemption]

**B. JSCS**

[Redacted – FOI Exemption]

**11. The Invoice Paying Authority**

[Redacted – FOI Exemption]

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

[Redacted – FOI Exemption]

**\* 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 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)  
for Contract No: R1000166796**

Contract No: ITT - R1000166796
Description of Contractor's Commercially Sensitive Information: [Redacted – FOI Exemption]
Cross Reference(s) to location of sensitive information: [Redacted – FOI Exemption]
Explanation of Sensitivity: [Redacted – FOI Exemption]
Details of potential harm resulting from disclosure: [Redacted – FOI Exemption]
Period of Confidence (if applicable): During the entire contract and beyond the deadline.
Contact Details for Transparency / Freedom of Information matters: Name: [Redacted – FOI Exemption] Position: [Redacted – FOI Exemption] Address: Malloy Aeronautics Ltd, White Waltham Airfield, Waltham Road, White Waltham, SL6 3TW Telephone Number: [Redacted – FOI Exemption] Email Address: [Redacted – FOI Exemption]



**Schedule 5 – Statement of Requirement (SOR) for Contract No. R1000166796**

<b>Reference Number</b>	<b>1000166796</b>
<b>Version Number</b>	<b>0.1</b>
<b>Date</b>	<b>22/07/2021</b>

<b>1.</b>	<b>Requirement</b>
<b>1.1</b>	<b>Title</b>
	Malloy Support to [Redacted – FOI Exemption]
<b>1.2</b>	<b>Summary</b>
	A range of Malloy Aeronautics developed systems are required for the testing, evaluation and demonstration of [Redacted – FOI Exemption] capability [Redacted – FOI Exemption]
<b>1.3</b>	<b>Background</b>
	The [Redacted – FOI Exemption] have been working closely with Malloy Aeronautics heavy lift platforms for several years to demonstrate the benefit of tactical heavy lift capabilities. Extension of this work through demonstration of specific concepts of employment will add evidence to their existing investigations and allow [Redacted – FOI Exemption] to use existing trained personnel to fly the platform and conduct their safe practices are already in place.
<b>1.4</b>	<b>Requirement</b>
	<p>This requirement can be broken into eight key components:</p> <ol style="list-style-type: none"> <li>1. RS1 UGV Payload Design, Integration and Demonstration;</li> <li>2. Podview Mk4 emplacement payload design, integration and demonstration;</li> <li>3. [Redacted – FOI Exemption]RS2 dual role effector payload integration and demonstration;</li> <li>4. [Redacted – FOI Exemption]D81 air and ground Drop Pod payload integration and demonstration;</li> <li>5. RM1 emplacement payload integration and demonstration;</li> <li>6. 2 weeks USA support for 4 Operators;</li> <li>7. USA shipping;</li> <li>8. 14 days UK flying for 6 Operators.</li> </ol>
<b>1.5</b>	<b>Options or follow on work</b>
	Not applicable

## 1.6 Deliverables and Intellectual Property Rights

Ref	Title	Due By	Format	TRL	Classification	What Information is required in the Deliverable	IPR DEFCON/Condition
D1	RS1 UGV Payload Design, Integration and Demonstration	AP12 FY21/22	Demonstration Systems	7	UK O	Unit to be provided as complete system capable of integration with RS1 UGV.	DEFCON 705 shall apply.
D2	Podview Mk4 emplacement payload design, integration and demonstration	AP12 FY21/22	Demonstration Systems	7	UK O	Units to be provided as complete systems capable of integration with Podview Mk4.	DEFCON 705 shall apply
D3	[Redacted – FOI Exemption] RS2 dual role effector payload integration and demonstration	AP12 FY21/22	Demonstration Systems	7	UK O	Unit to be provided as complete systems capable of integration with RS2.	DEFCON 705 shall apply
D4	[Redacted – FOI Exemption] D81 air and ground Drop Pod payload integration and demonstration	AP12 FY21/22	Demonstration Systems	7	UK O	Unit to be provided as complete system capable of integration with D81.	DEFCON 705 shall apply
D5	RM1 emplacement payload integration and demonstration	AP12 FY21/22	Demonstration Systems	7	UK O	Unit to be provided as complete system capable of integration with RM1.	DEFCON 705 shall apply
D6	2 weeks USA support for 4 Operators	AP12 FY21/22	Physical Support to [Redacted – FOI Exemption] Experimentation	7	UK O	Support from Malloy staff to [Redacted – FOI Exemption] demonstration activity including but not limited to training of [Redacted – FOI Exemption] staff, troubleshooting on trial issues and support to platform shakedown activity in the USA for 4 operators.	
D7	USA Shipping	AP12 FY21/22	Physical Support to [Redacted – FOI Exemption] Experimentation	7	UK O	Shipping of equipment to and from USA.	
D8	14 days UK flying for 6 Operators	AP12 FY21/22	Physical Support to	7	UK O	Support from Malloy staff to [Redacted – FOI Exemption] demonstration activity	

			[Redacted – FOI Exemption] Experimentation			including but not limited to training of [Redacted – FOI Exemption] staff, troubleshooting on trial issues and support to platform shakedown activity in the UK for 6 operators.	
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1.7	<b>Standard Deliverable Acceptance Criteria</b>
	As detailed in Contract Terms and Conditions
1.8	<b>Specific Deliverable Acceptance Criteria</b>
	All deliverables listed in section 1.6 must be fully functioning in line with the description.

## Schedule 6 – Statement Relating to Good Standing

### The Statement Relating To Good Standing

**Contract Title:** Proposed Malloy Support to [Redacted – FOI Exemption]

**Contract Number:** R1000166796

1. We confirm, to the best of our knowledge and belief, that **Malloy Aeronautics Limited** including its directors or any other person who has powers of representation, decision or control of **Malloy Aeronautics Limited** has 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. **Malloy Aeronautics Limited** further confirms to the best of our knowledge and belief that it:

- a. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does 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 has not granted a trust deed

for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;

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

c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is 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 is not the subject of similar procedures under the law of any other state;

d. has not been convicted of a criminal offence relating to the conduct of its 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. has not committed an act of grave misconduct in the course of its 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. has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom\*;

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

h. has 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.

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	Malloy Aeronautics Ltd.
Signed  (By Director of the Organisation or equivalent)	[Redacted – FOI Exemption]
Name	[Redacted – FOI Exemption]
Position	[Redacted – FOI Exemption]
Date	13 <sup>th</sup> October 2021

**SCHEDULE 7 –  
DEFENCE RESEARCH REPORT SPECIFICATION (DRRS) - DOCUMENT MARKING  
SCHEME**

**Reports comprising technical information DEFCON 705**

<b>Full Rights Version</b>	<b>Limited Rights Version</b>
<p>Conditions Of Supply – Full Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager.</p>	<p>Conditions Of Supply – Limited Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager. (see note 3)</p>

**Notes:**

1. This must always be the customer's contract number.
2. Include name of the Rights Owner(s), for example: supplier name, sub-contractor name(s) or a combination, as appropriate.
3. If conditions other than DEFCON 705 apply to third party information included in reports subject to DEFCON 705, then this should be clearly indicated.

## **SCHEDULE 8 – CONTRACTOR’S PROPOSAL**

*[Redacted – FOI Exemption]*