

Terms and Conditions of Contract

**CCS RM 6187 Framework (MCF3) Lot 3 Complex and Transformation
Terms and Conditions Apply plus the additional MOD DEFCONs and
DEFFORMs**

General Conditions

Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

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

General

DEFCON 005J

DEFCON 005J Edition - 11/16 Unique Identifiers

DEFCON 129J

DEFCON 129J (Edn 11/16) - The Use Of The Electronic Business Delivery Form

DEFCON 501

DEFCON 501 (Edn 10/21) - Definitions and Interpretations

DEFCON 502

DEFCON 502 (Edn 05/17) - Specifications Changes

DEFCON 503

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

DEFCON 507

DEFCON 507 (Edn 07/21) - Delivery

DEFCON 513

DEFCON 513 (Edn 04/22) - Value Added Tax

DEFCON 514

DEFCON 514 (Edn 08/15) - Material Breach

DEFCON 515

DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency

DEFCON 516

DEFCON 516 (Edn 04/12) - Equality

DEFCON 518

DEFCON 518 (Edn 02/17) - Transfer

DEFCON 520

DEFCON 520 (10/23) - Corrupt Gifts and Payments of Commission

DEFCON 522

DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums Due

DEFCON 526

DEFCON 526 (Edn 08/02) - Notices

DEFCON 527

DEFCON 527 (Edn 09/97) - Waiver

DEFCON 528

DEFCON 528 (Edn 10/23) - Import and Export Licences

DEFCON 531

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

DEFCON 532B

DEFCON 532B (Edn. 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534

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

DEFCON 537

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

DEFCON 538

DEFCON 538 (Edn 06/02) - Severability

DEFCON 550

DEFCON 550 (Edn 02/14) - Child Labour and Employment Law

DEFCON 566

DEFCON 566 (Edn 10/20) - Change of Control of Contractor

DEFCON 608

DEFCON 608 (Edn 07/21) - Access and Facilities to be Provided by the Contractor

DEFCON 609

DEFCON 609 (Edn 07/21) - Contractor's Records

DEFCON 620

DEFCON 620 (Edn 06/22) - Contract Change Control Procedure

DEFCON 632

DEFCON 632 (11/21) - Third Party Intellectual Property - Rights and Restrictions

Russian and Belarussian Exclusion Condition for Inclusion in Contracts

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

Contract Duration

5. The Contract Period is from 17 June 2024 to 27 February 2026.
6. The total maximum contract value is **£395,000** (three hundred and ninety five thousand pounds - excluding VAT). This will act as the Limit of Liability (LOL) for the Contract.

