

OPERATIONAL DAMAGE – SENTENCING OF EVENTS FORM

**OPERATIONAL DAMAGE SENTENCING OF EVENTS
FORM**

Serial Number:

Date:

OPERATIONAL DAMAGE – SENTENCING OF EVENTS FORM

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PART 1a – OPERATIONAL DAMAGE EVENT REQUEST

(To be completed by the Contractor)

Serial Number:

Equipment Affected:

Platform Involved:

Date of Event:

Description of Event (including the nature and identified cause of the incident):

Reason for defining as Operational Damage:

Description of proposed rectification action:

Relevant recommendations for the prevention of future occurrence:

Event raised by:

Name: duly authorised to sign this offer for and on behalf of Thales UK.	Signature:
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Position:	Date:
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PART 1b – OPERATIONAL DAMAGE RECTIFICATION PROPOSAL

*(To be completed by the Contractor **either** in parallel with Part 1a or (where such submission is impractical) upon receipt of Part 2a confirming endorsement by the Authority of the proposed designation as Operational Damage)*

The Contract is a Qualifying Defence Contract (QDC), and the Contractor is required to provide supporting cost and pricing data sufficient to demonstrate that the costs and prices are Allowable Costs. In addition, the Contractor shall demonstrate that the proposal represents the most cost-effective solution. The supporting costs and prices are to be attached to this Operational Damage - Sentencing of Events Form.

Firm Price: (ex VAT) such constituting the OD Rectification Costs.

Opening LoL:

Closing LoL:

Statement of Work:

Any additional documentation (including the detailed specification) shall be attached to this Operational Damage - Sentencing of Events Form.

Proposed completion date:

Proposed stage payment plan: *(where requested by the Contractor acting reasonably)*

Any stage payment plan shall comply with Clause 7.2(i) of the Special Conditions.

Declaration of Offer:

This Part 1b (inclusive of any additional supporting documentation attached hereto or otherwise referenced within this Part 1b) constitutes an offer by the Contractor for performance of the Relevant Task in accordance with the Contract terms and conditions.

The Contractor hereby confirms that the quantum of the OD Rectification Costs can be accommodated within the Aggregate OD Liability Limit.

This offer is open for acceptance by the Authority until .

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Name: duly authorised to sign this offer for and on behalf of Thales UK.	Signature:
In the capacity of: (State official position e.g., Director, Project Manager etc.)	Date:

PART 2a – OPERATIONAL DAMAGE EVENT AGREEMENT*(To be completed by the Authority)*

The request to sentence the above event as “Operational Damage” in accordance with Clause 8.2.3 of the Special Conditions is:

ENDORSED / REJECTED *(delete as applicable)***For the following reasons:**

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Follow up activity: *(if required)*

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Sentenced by:

Name: duly authorised to sentence this request for and on behalf of the Authority.	Signature:
In the capacity of: (State official position e.g., Director, Project Manager, etc.)	Date:

OPERATIONAL DAMAGE – SENTENCING OF EVENTS FORM**PART 2b – ACCEPTANCE / REJECTION OF RECTIFICATION PROPOSAL***(To be completed by the Authority)*

To:

Thales UK Ltd,
Ocean House,
Templecombe,
Somerset.
BA8 ODH.

Ref No.	Title or Description of Correspondence	Date

The Authority hereby confirms **ACCEPTANCE / REJECTION*** of your Part 1b – Operation Damage Rectification Proposal (inclusive of any additional correspondence specified herein) in respect of the Relevant Task.

(delete this section in full where the Authority rejects the proposal)

The Authority hereby agrees to:

- OD Rectification Costs of (ex VAT).
- a Relevant Completion Date of ; and
- pay an amount equal to the OD Rectification Costs:
 - upon completion of the work in full*
 - in accordance with the stage payment plan at Appendix 1. *

The Authority hereby authorises Relevant Task Serial Number to commence and be carried out in accordance with the Contract terms and conditions.

Name: duly authorised to sentence this request for and on behalf of the Authority.	Signature:
In the capacity of: (State official position e.g., Director, Manager, Secretary etc.)	Date:

**(delete as applicable)*

OPERATIONAL DAMAGE – SENTENCING OF EVENTS FORM**PART 3 – ACCEPTANCE OF OFFER OF AMENDMENT***(To be completed by the Authority, where applicable)*

Offer and Acceptance	
<p>Offer</p> <p>Amendment to Relevant Task Serial Number constitutes an offer by the Authority for the Contractor to amend the Relevant Task Serial Number . This is open for acceptance by the Contractor until .</p> <p>By signing this Part 3 the Contractor agrees effective from the date of such signature to be bound by the attached amendment and acknowledges that all other terms and conditions remain unchanged.</p> <p>Signed by:</p> <p>Name: duly authorised to sign this offer for and on behalf of the Authority.</p> <p>In capacity of:</p> <p>Date:</p>	<p>Acceptance of Offer of Amendment</p> <p>I acknowledge receipt of the Authority's Amendment .</p> <p>I confirm that I accept the offer it contains and agree to be bound by its terms and I acknowledge that all other terms and conditions of the Relevant Task Serial Number remain unchanged.</p> <p>Signed by:</p> <p>Name: duly authorised to sign this acceptance of offer for and on behalf of Thales UK.</p> <p>In capacity of:</p> <p>Date:</p>

Record of Authorised Amendments

Amendment Number	Date Amended	Description of Amendment(s)

OPERATIONAL DAMAGE – SENTENCING OF EVENTS FORM**PART 4 – ACKNOWLEDGEMENT OF WITHDRAWAL OF RELEVANT TASK***(if applicable)*

The Parties hereby acknowledge and accept withdrawal of the Relevant Task Serial Number with immediate effect pursuant to Clause 8.2.2(b) of the Special Conditions and the Authority shall be entitled to recover an amount equal to any OD Rectification Costs paid by the Authority to the Contractor in respect of this Relevant Task in accordance with the Contract terms and conditions.

Authority	Contractor
Signed by:	Signed by:
Name: duly authorised to sign this offer for and on behalf of the Authority.	Name: duly authorised to sign this acceptance of offer for and on behalf of Thales UK.
In capacity of:	In capacity of:
Date:	Date:

OPERATIONAL DAMAGE – SENTENCING OF EVENTS FORM**PART 5 – DECLARATION OF RELEVANT TASK COMPLETION****Contractor declaration of completion:**

The Contractor hereby certifies that Relevant Task Serial Number _____ has been completed at the agreed OD Rectification Costs of _____ (ex VAT) and the Completion Date was _____.

Name: duly authorised to sign this declaration for and on behalf of Thales UK.	Signature:
In the capacity of: (State official position e.g., Director, Project Manager etc.)	Date:

Authority confirmation of completion:

The Authority hereby confirms that Relevant Task Serial Number _____ has been satisfactorily and final payment has been authorised.

Name: duly authorised to sign this declaration for and on behalf of the Authority.	Signature:
In the capacity of: (State official position e.g., Director, Project Manager etc.)	Date:

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Appendix 1 – Stage Payment Plan
(if applicable)

Stage No.	Payment Description	Payment Value (ex VAT)	Payment Criteria/Criterion	Due Date (subject to satisfaction of relevant Payment Criteria/Criterion)
Cumulative Payment Value (ex VAT)				

Table 1 – Stage Payment Plan

The Parties acknowledge and accept that:

- (1) The Authority shall, subject to the following provisions of this Appendix 1, make to the Contractor advances against the price(s) payable for Relevant Task Serial Number (such being **interim payments**) in accordance with the stage payment plan set out in Table 1 of this Appendix 1 (such being the **Stage Payment Plan**).
- (2) The Contractor shall be entitled to interim payments, to be claimed in accordance with Clause 10 of the Special Conditions for each stage under the Stage Payment Plan, when:
 - a. the Contractor has completed all work comprised in the stage for which the interim payment is sought in accordance with the payment criteria or (as the case may be) criterion specified in Table 1 of this Appendix 1.
 - b. all previous stages have been completed, unless the Parties expressly agree otherwise; and

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- c. the Contractor shall have complied with all its contractual obligations which enable the Authority to monitor the Contractor's contractual performance, including but not limited to those obligations related to the provision of information to the Authority.
- (3) Notwithstanding paragraph 2 above, the Authority shall not be obliged to make an interim payment to the Contractor if it has reasonable cause to believe that the Contractor will be unlikely to render complete performance of its obligations in respect of Relevant Task Serial Number .
- (4) Where the Authority intends to rely on paragraph 3 as the basis for rejecting any claim for an interim payment which the Contractor may make, the Authority shall give to the Contractor notice in writing of its intention together with the Authority's reasons for the rejection.
- (5) The Authority shall without prejudice to any other right / remedy of either Party be entitled to recover in full all interim payments made under the Contract where:
 - a. the Contract, or the part of the Contract under which Relevant Task Serial Number is to be provided, is terminated otherwise than in accordance with DEFCON 656 (End 08/16), or expires by reason of passing of time; and
 - b. the Contractor has failed to complete performance of Relevant Task Serial Number .
- (6) In the event of repayment to the Authority under the provisions of paragraph 5 above then all that which vested in the Authority under the provisions of DEFCON 649 (Edn 12/16) and which related to Relevant Task Serial Number shall re-vest in and become the absolute property of the Contractor.
- (7) Payment of an interim payment by the Authority in connection with Relevant Task Serial Number shall not, unless expressly stated to do so, constitute:
 - a. acceptance by the Authority of any Contractor Deliverables;
 - b. a representation by the Authority that the Contractor has complied with any contractual obligations; or
 - c. a waiver of the Authority's right to subsequently claim that the conditions for payment of that interim payment were not satisfied.