

Schedule 1 - Definitions of Contract

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| 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. (This definition only applies when DEFCONs are added to these Conditions); |
| 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 | <p>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:</p> <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;

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| 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> |
| 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.

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| DBS Finance | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
| DEFFORM | means the MOD DEFFORM series which can be found at https://www.kid.mod.uk ; |
| DEF STAN | means Defence Standards which can be accessed at https://www.dstan.mod.uk ; |
| Deliver | 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; |
| Delivery Date | 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; |
| Denomination of Quantity (D of Q) | means the quantity or measure by which an item of material is managed; |
| Design Right(s) | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988; |
| Diversion Order | 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); |
| Effective Date of Contract | means the date upon which both Parties have signed the Contract; |
| Evidence | means either: <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; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| Firm Price | means a price (excluding VAT) which is not subject to variation; |
| FLEGT | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-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;

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;

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| 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 material 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 Schedule 9-15 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) |

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| 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; |
| STANAG4329 | 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.

Schedule 2 - Schedule of Requirements for Contract No: SACC/00095

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| Name and Address of Tenderer: Data Link Solutions, LLC 350 Collins Road, NE Cedar Rapids, IA 52498 United States of America | MINISTRY OF DEFENCE | Contract No: 708697457 |
| | Schedule of Requirements for: SACC/00095 - Provision of MIDS BU2 In-Service Support and I-Level Repair for Typhoon | |
| Issued With; DEFFORM 8 | On; 28 June 2024 | Previous Contract No; SACC/00044 |

Core Requirements

| Line Item Number | Description | Notes to Supplier | Firm Price \$ (USD) (ex-VAT) |
|------------------|---|-------------------|--|
| 1 | Provision of MIDS BU2 In-Service Support and I-Level Repair for Typhoon in accordance with Schedule 11 – Statement of Requirement Duration: 1 July 2024 – 30 June 2027 | | REDACTED Under FOIA, Section 43, Commercial Interests |
| 2 | Ad-Hoc Tasking compromising PDS and Engineering Tasks, Special Category of Work for UK MoD MIDS BU2 Terminals, in accordance with Schedule 11 – Statement of Requirement. Ad-Hoc Tasking shall be in accordance with Conditions 46.9 and 47.1 utilising the Tasking Authorisation Form (TAF) at Schedule 20 and priced in accordance with the agreed rates as set out at Schedule 22. Duration: 1 July 2024 – 30 June 2027 | | REDACTED Under FOIA, Section 43, Commercial Interests |

Schedule 3 - Contract Data Sheet

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| General Conditions |
| Condition 2 – Duration of Contract: The Contract expiry date shall be: 30 June 2027 |
| 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: REDACTED Under FOIA, Section 40, Personal Information (as per Annex A to Schedule 3 (DEFFORM 111)) Project Manager: REDACTED Under FOIA, Section 40, Personal Information (as per Annex A to Schedule 3) (DEFFORM 111)) |
| Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: (as per Annex A to Schedule 3 (DEFFORM 111)) SACC DT Spruce 1c MoD Abbey Wood #2025 Bristol BS34 8JH Contractor: Data Link Solutions, LLC. 350 Collins Road, NE Cedar Rapids, IA 52498 United States of America Notices can be sent by electronic mail? |

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| Yes |
| <p>Condition 19.a – Progress Meetings:</p> <p>The Contractor shall be required to attend the following meetings:</p> <p>Progress Meetings Details:</p> <p>Annual Progress Meetings (APM) shall be held once a year at the Contractor premises in leu of 1x virtual Quarterly Progress Meeting.</p> <p>Quarterly Progress Meetings (QPM) shall be held Quarterly in leu of 1x Monthly Teleconference Meeting and shall be held virtually via Microsoft Teams unless agreed mutually between both Parties.</p> <p>Monthly Teleconference Meetings (MTM) shall be held monthly and virtually via Microsoft Teams unless agreed mutually between both Parties.</p> |
| <p>Condition 19.b – Progress Reports:</p> <p>The Contractor is required to submit the following Reports:</p> <p>Quarterly Progress Reports</p> <p>Progress Reports:</p> <p>The Quarterly Progress Reports shall be produced and managed in accordance with Schedule 11 – Statement of Requirement and Schedule 19 – Progress Meetings and Reporting Governance.</p> <p>Reports shall be Delivered to the following address:</p> <p>The Authority's Project Manager and Commercial Officer under the emails provided under DEFFORM 111</p> |
| <p>Supply of Contractor Deliverables</p> |
| <p>Condition 20 – Quality Assurance:</p> <p>Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)</p> <p>Yes</p> <p>If yes:</p> <p>A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2)</p> <p>If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within Thirty (30) Business Days of Contract Award.</p> <p>Other Quality Requirements:</p> <p>AQAP 2310 Ed B Version 2 – NATO QA requirements for Aviation, Defence and Space</p> <p>DEFSTAN 05 - 135 - Avoidance of Counterfeit Materiel</p> |
| <p>Condition 21 – Marking of Contractor Deliverables:</p> |

Special Marking requirements:

N/A

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

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant 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) Defence Safety Authority – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: With Tender Response

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: With Tender Response

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? (delete as appropriate)

A Certificate of Conformity shall be required for assets being returned from repair

Applicable to Line Items: 1 & 2

If required, does the Contractor Deliverables require traceability throughout the supply chain? (delete as appropriate)

Yes

Applicable to Line Items:

Line Item 1 – Any assets for In-service Support and I-Level Repairs are required to be traceable through supply chain

Line Item 2 – Any assets for In-Service Support and I-Level Repairs are required to be traceable through supply chain

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

Line Item 1

Line Item 2

Special Delivery Instructions:

See Schedule 23 – Shipping Instructions

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 Condition 28.c.(4)):

Line Items: [] Address: []

Consignee details (in accordance with condition 22):

Line Items: [] Address: []

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? (delete as appropriate)

Yes

If required, Delivery address applicable:

See Schedule 23 – Shipping Instructions

Pricing and Payment

Condition 35 – Contract Price:

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

Line Item 2 – Ad-Hoc Tasking – Individual tasks shall be Firm Priced at the time of formal authorisation to proceed by the Authority. The aggregate value of all tasks authorised by the Authority must always fall within the Limit of Liability set out under Line Item 2 of Schedule 2 - Schedule of Requirements and shall use the agreed rates contained within Schedule 22 – Labour, Travel and Subsistence Rates.

Conditions 46.9 and 47.1 refers.

Termination

Condition 42 – Termination for Convenience:

The Notice period for termination shall be thirty (30) Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3 – Annex A
DEFFORM 111

DEFFORM 111

(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

REDACTED Under FOIA, Section 40,
Personal Information

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

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

REDACTED Under FOIA, Section 40,
Personal Information

9. Consignment Instructions

The items are to be consigned as follows:

See Schedule 11 – Statement of Requirements and Schedule 23 – Shipping Instructions

3. Packaging Design Authority

Organisation & point of contact:

SACC Project Manager

Spruce 1c,

MoD Abbey Wood #2025,

Bristol,

BS34 8JH

(Where no address is shown please contact the Project Team 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 UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

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

☐

(b) U.I.N.

5. Drawings/Specifications are available from

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>

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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

**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-rr.mil.uk/index.html> [intranet] or
<https://www.dstan.mod.uk/> [extranet, registration needed].

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>
2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)
Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: SACC/00095

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 Contract 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 DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's 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 11a. 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 Form (i.a.w. condition 12)

Contract No: 708697457

| |
|--|
| Contract No: SACC/00095 - Provision of MIDS BU2 In-Service Support and I-Level Repair for Typhoon |
| Description of Contractor's Sensitive Information: Any pricing or Contractor financially provided data. |
| Cross Reference(s) to location of Sensitive Information: Located in Commercial and Pricing volumes. |
| Explanation of Sensitivity: Data Link Solutions, LLC. competition sensitive. |
| Details of potential harm resulting from disclosure: DLS could lose the ability to compete in the event this data is disclosed. |
| Period of Confidence (if applicable): Perpetual. |
| Contact Details for Transparency / Freedom of Information matters: Name: REDACTED Under FOIA, Section 40, Personal Information Position: Contracts Manager Address: 150 Parish Drive, Wayne, NJ 07470 Telephone Number: REDACTED Under FOIA, Section 40, Personal Information Email Address: REDACTED Under FOIA, Section 40, Personal Information |

**Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied
under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: SACC/00095**

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

Contract No: SACC/00095

Contract Title: Provision of MIDS BU2 In-Service Support and I-Level Repair for Typhoon

Contractor: Data Link Solutions, LLC.

Date of Contract:

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

~~* 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: **REDACTED** Under FOIA, Section 40, Personal Information

Name: **REDACTED** Under FOIA, Section 40, Personal Information

Job Title: Contracts Manager

Date: 24 June 2024

* delete 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

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract

**Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for
Contract No: SACC/00095**

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 |
|--|--|--|--|---|
| NIL | NIL | NIL | NIL | NIL |
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Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: SACC/00095

1. The Acceptance Criteria for Contractor deliverables shall be specified in Schedule 11 – Statement of Requirement and in accordance with SACC/00095 Contract Terms and Conditions, and associated Contract Schedules.

Schedule 9 - Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: SACC/00095

| KPI Description | Rating Thresholds | Frequency of Measurement | Quarter and Year* | Average for Reporting Period | Rating* | Comment* |
|--|---|--------------------------|-------------------|------------------------------|---------|----------|
| 1. Link 16 Terminal Availability The Contractor shall ensure that Link 16 is operationally available to Typhoon with a minimum of 85% availability each reporting Quarter. <i>**Please Note** LCM repairs must not be accounted for in this measurement as they are GFE from the US Government.</i> | Good* 85%+ of authorised demands are satisfied within 72 hours of being received by the Contractor unless agreed otherwise with the Authority. | Quarterly | | | | |
| | Nil payment deduction. | | | | | |
| | Approaching Target 84.9-80% of authorised demands are satisfied within 72 hours of being received by the Contractor unless agreed otherwise with the Authority. 2% payment deduction of Quarterly Milestone Payment as detailed in Schedule 24 – Milestone Payment Plan | | | | | |
| | Requires Improvement 79.9-75% of authorised demands are satisfied within 72 hours of being received by the Contractor unless agreed otherwise with the Authority. | | | | | |

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|---|--|-----------|--|--|--|--|
| | 5% payment deduction of Quarterly Milestone Payment as detailed in Schedule 24 – Milestone Payment Plan | | | | | |
| | Inadequate <74.9% of authorised demands are satisfied within 72 hours of being received by the Contractor unless agreed otherwise with the Authority. 8% payment deduction of Quarterly Milestone Payment as detailed in Schedule 24 – Milestone Payment Plan | | | | | |
| 2. User Support Response (Technical Queries) The Contractor shall provide an initial response to all Technical Queries within 2 working days. Final response shall be provided within ten (10) working days unless agreed otherwise with the Authority. | Good* 100% of Technical Queries per quarter will receive an initial response within 2 working days. Email responses are acceptable. Final response shall be provided within 10 working days unless agreed otherwise with the Authority. Nil payment deduction | Quarterly | | | | |
| | Approaching Target 99.9%-90% of Technical Queries per quarter will receive an initial response within 2 working days. Email responses are acceptable. Final response shall be provided within 10 working days unless agreed otherwise with the Authority. | | | | | |

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|----------------------------------|---|-----------|--|--|--|--|
| | 1% payment deduction of Quarterly Milestone Payment as detailed in Schedule 24 – Milestone Payment Plan | | | | | |
| | Requires Improvement | | | | | |
| | 89.9%-85% of Technical Queries per quarter will receive an initial response within 2 working days. Email responses are acceptable. Final response shall be provided within 10 working days unless agreed otherwise with the Authority. | | | | | |
| | 1.5% payment deduction of Quarterly Milestone Payment as detailed in Schedule 24 – Milestone Payment Plan | | | | | |
| | Inadequate | | | | | |
| | <84.9% of Technical Queries per quarter will receive an initial response within 2 working days. Email responses are acceptable. Final response shall be provided within 10 working days unless agreed otherwise with the Authority. | | | | | |
| | 2% payment deduction of Quarterly Milestone Payment as detailed in Schedule 24 – Milestone Payment Plan | | | | | |
| 3. Project Administration | Good* | Quarterly | | | | |

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|--|---|--|--|--|--|--|
| <p>Project administration against the Contract inclusive of;</p> <p>Quarterly Progress Documentation</p> | <p>Quarterly Progress Reports of the required format shall be submitted to the Authority within ten (10) working days prior to the relevant APM. For the QPR's that do not fall within an APM, these shall be submitted no later than ten (10) working days prior to the agreed 3rd Teleconference following each APM. Information that is not accepted by the Authority shall be reworked and resubmitted within five (5) working days of the Authority's rejection.</p> <p>Nil payment deduction.</p> | <p>Quarterly progress reports APM minutes Monthly Progress Teleconference Action Tracker</p> | | | | |
| | <p>Approaching Target</p> <p>Quarterly Progress Reports of the required format shall be submitted to the Authority within nine to eight (9 to 8) working days prior to the relevant APM. For the QPR's that do not fall within an APM, these shall be submitted no later than nine to eight (9 to 8) working days prior to the agreed 3rd Teleconference following each APM. Information that is not accepted by the Authority shall be reworked and resubmitted within six (6) working days of the Authority's rejection.</p> <p>1% payment deduction from Schedule 24 – Milestone Payment Plan</p> | | | | | |
| | <p>Requires Improvement</p> | | | | | |
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|-------------------|--|-----------|--|--|--|--|
| | <p>Quarterly Progress Reports of the required format shall be submitted to the Authority within seven to six (7 to 6) working days prior to the relevant APM. For the QPR's that do not fall within an APM, these shall be submitted no later than seven to six (7 to 6) working days prior to the agreed 3rd Teleconference following each APM. Information that is not accepted by the Authority shall be reworked and resubmitted within seven (7) working days of the Authority's rejection.</p> <p>1.5% payment deduction from Schedule 24 – Milestone Payment Plan.</p> | | | | | |
| | <p>Inadequate</p> <p>Quarterly Progress Reports of the required format submitted to the Authority within five (5) working days or less prior to the relevant APM. For the QPR's that do not fall within an APM, submitted within five (5) working days or less prior to the agreed 3rd Teleconference following each APM. Information that is not accepted by the Authority reworked and resubmitted later than eight (8) working days or more of the Authority's rejection.</p> <p>2% payment deduction of Quarterly Milestone Payment as detailed in Schedule 24 – Milestone Payment Plan</p> | | | | | |
| | | | | | | |
| 4. Quality | Good* | Quarterly | | | | |

| | | | | | | |
|--|---|--|--|--|--|--|
| Repair & upkeep service demand for MIDS LVT BU2 Terminals | 100% of assets to be accounted for, including details of current repair status and location, within each Quarterly Progress Report. Nil payment deduction. | | | | | |
| | Approaching Target 99.9-90% of assets to be accounted for, including details of current repair status and location, within each Quarterly Progress Report. 1% payment deduction from Schedule 24 – Milestone Payment Plan | | | | | |
| | Requires Improvement 89.9-85% of assets to be accounted for, including details of current repair status and location, within each Quarterly Progress Report. 1.5% payment deduction from Schedule 24 – Milestone Payment Plan | | | | | |
| | Inadequate <84.9% of assets to be accounted for, including details of current repair status and location, within each Quarterly Progress Report. | | | | | |
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|--|--|--|--|--|--|--|
| | 2% payment deduction from Schedule 24 – Milestone Payment Plan | | | | | |
|--|--|--|--|--|--|--|

*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published.

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

KEY PERFORMANCE INDICATORS AND PAYMENT DEDUCTION MECHANISM

1. The Contractors performance for meeting the required levels of service shall be measured under the arrangements detailed in the Table at Schedule 9 – Publishable Performance Information and measured Quarterly by the Contractor and the Authority at the Quarterly Progress Meetings and Annual Progress Meetings.
2. In the event that in any given Quarter the Contractor fails to meet the required level of performance as detailed in Publishable Performance Information Table at Schedule 9, the Authority shall have the right to withhold any payment deduction for that reporting period, pending recovery of the relevant KPI performance to the required standard in the following Quarter as detailed in the 'Rating Thresholds' column.
3. Should the Contractor fail to meet the required performance for a Key Performance Indicator (i.e. the Contractor's performance against the KPI's is any combination of "Approaching Target", "Requires Improvement" or "Inadequate") for one (1) Quarter, the Contractor shall provide the Authority with a written Recovery Plan within five (5) Business Days as detailed in Condition 46.8.e.
4. If performance continues to fall below the required standard by the amount indicated in Schedule 9 during the next Quarterly Reporting Period the sum previously withheld from the Quarterly payment will be permanently retained by the Authority and shall not be payable to the Contractor. If the initial payment withheld reflected a shortfall in performance against multiple KPI's and performance against some of these have returned to the required standard, then the value permanently retained shall relate only to those KPI's against which performance has not returned to the required standard.
5. Should the Contractor fail to meet the required level of performance for a Key Performance Indicator (i.e. the Contractor's performance against the KPI is any combination of "Approaching Target", "Requires Improvement" or "Inadequate") for three (3) consecutive Quarters the Authority has the right to terminate the Contract under the Contract Terms and Conditions, Condition 43 - Material Breach.
6. The Contractor's performance against the Key Performance Indicators shall be assessed separately, and the Authority shall aggregate any applicable retentions against all Key Performance Indicators and withhold the payments agreed under Schedule 24 - Milestone Payment Plan, by the cumulative amount of all retentions, until the Contractor recovers the KPI performance to the required standard as detailed in their Recovery Plan. For example;
 - a. If the Contractor's performance in a reporting Quarter equated to an "Inadequate" level of performance under KPI 1, and a "Required Improvement" under KPI 2.1, the individual retentions for each KPI would be 10% and 3% respectively of the Milestone Payment, thus the aggregated sum of retentions from the Milestone Payment would be the amount equal to 13% of the Milestone Payment.

7. If the Contractor is prevented from meeting the required level of performance due to the actions of the Authority, then a commensurate adjustment in the required KPI performance and associated payment retention shall be agreed. Where the Contractor is seeking such an adjustment it shall submit relevant details to the Authority demonstrating the impact of the Authority's actions on its ability to meet the contractual KPI's; the measures it has taken to mitigate the impact and the duration over which KPI adjustment is being sought. Where the Authority is satisfied that the case submitted by the Contractor is justified then it will agree a commensurate adjustment in the required KPI performance.
8. KPI retentions shall be applied Quarterly in arrears. Where it is determined that the Contractor was responsible for not meeting one or more of the KPI's, the relevant deduction (calculated as set out above in 5.a), will be applied to the payment of the subsequent Milestone Payment. Should the Contractor recover their KPI performance in the consecutive Quarter, the withheld amount from the previous Quarter shall be paid back to the Contractor within the next Quarterly payment.
9. Any deductions, as a result of any failure to achieve one or more of the KPI's, in the last two Quarters of the Contract will be applied in aggregate to the final Milestone Payment.

Schedule 10 - Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. SACC/00095

PART A – Notification of IPR Restrictions

| | | | | |
|---|---|---|---|--|
| 1. <u>ITT / Contract Number</u> SACC/00095 | | | | |
| 2. <u>ID #</u> | 3. <u>Unique Technical Data Reference Number / Label</u> | 4. <u>Unique Article(s)* Identification Number / Label</u> | 5. <u>Statement Describing IPR Restriction</u> | 6. <u>Ownership of the Intellectual Property Rights</u> |
| 1 | NIL | NIL | NIL | NIL |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

PART B – System / Product Breakdown Structure (PBS)

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

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)