

Schedule 8

Government Furnished Assets

Part 1 - Purpose and Principles of Authority GFA

1 Purpose

The purpose of this Schedule 8 (*Government Furnished Assets*) is to set out all of the Authority's obligations in providing GFA for the purposes of this Contract and to identify any Discretionary GFA which the Authority elects to provide to the Contractor.

2 Contractor Deliverable/GFA Linkage

2.1 The Authority shall only be responsible for GFA provision (which does not include the provision of any Discretionary GFA) as is specifically incorporated as a GFA obligation in column 4 of the Table (such table being contained in Annex A of this Schedule 8) which details Authority GFA obligations for the relevant Contractor Deliverable as further described in paragraph 2.2 below.

2.2 Subject to the provisions of paragraph 2.5 (*No relief etc. arising from provision of Discretionary GFA*), failure by the Authority to supply or perform a GFA obligation will only be considered for the purposes of granting relief to the Contractor of any of its obligations under this Contract in respect of the performance of any relevant Contractor Deliverables where:

2.2.1 the relevant Contractor Deliverable which may be impacted in the event of a failure by the Authority to meet the relevant GFA obligation is identified in column of the Annex A by reference to the relevant Serial Number or numbers of **Error! Reference source not found.** (*Statement of Requirements*) and where the relevant GFA obligation is specifically set out in columns 2 to 6 of the Table; and

2.2.2 where the Contractor has also fully complied with all of the Contractor's obligations which relate to the relevant GFA obligation:

(i) as specified in columns 8 and 9 of the Table; and

(ii) where the Contractor has also fully complied with its obligations in Clause 31 (*Authority Performance Failures*) and paragraph 2.3 (*Contractor notification of GFA Failure*),

subject always to any limitations relating to the provision by the Authority of the relevant GFA obligation, as specified in column 10 of the Table.

Contractor notification of GFA Failure

2.3 Without prejudice to the provisions of Clause 30 (*Authority Performance Failures*), the Contractor shall also notify any alleged GFA Failures to the Authority's Representative forthwith following such GFA Failure.

No double counting

- 2.4 Where, but for the provisions of this paragraph 2.4, the same matter, event and/or circumstance affects an item, asset and/or service relating to a Contractor Deliverable which is the subject of an element of a GFA obligation and which is referred to in (or encompassed within) more than one row in the table in Annex A and, as a result, gives rise to a potential GFA Failure under more than one row in such Table, only one GFA Failure shall be deemed to have occurred in respect of such matter, event and/or circumstance.

No relief etc. arising from provision of Discretionary GFA

- 2.5 The Contractor shall not be relieved from any of its obligations under this Contract which arise directly or indirectly from the provision of Discretionary GFA, the failure to provide Discretionary GFA, the fitness for purpose of Discretionary GFA and/or any other deficiency of and/or circumstance arising from Discretionary GFA nor shall any such matters give rise to any rights or remedies for the Contractor of any kind and the provisions of paragraphs 3.5 to 3.7 (*Provision of Discretionary GFA*) shall apply.

3 Provision by the Authority of GFA and Discretionary GFA

Provision of GFA

- 3.1 The Authority shall supply the relevant GFA obligation in accordance with the provisions of and subject to any limitations or special circumstances set out in the columns of the Table in the relevant row relating to the relevant GFA obligation).
- 3.2 All GFA shall be subject to the provisions of Clause 59 (*Issued Property*).
- 3.3 The Authority shall be responsible for delivery of each item of GFA to the Contractor's premises at [•] unless another agreed delivery address is specifically set out in the Table (contained in Annex A of this Schedule 8 (*Government Furnished Assets*)).¹
- 3.4 The Contractor shall return all GFA to the Authority in the manner provided in Clauses 59.14 and 59.15 (*Issued Property*) (as the case may be).

Provision of Discretionary GFA

- 3.5 Where the Authority provides any Discretionary GFA, the provisions of Clauses 30 (*Authority Performance Failures*) shall apply and the Authority shall have no liability to the Contractor arising from such provision and/or any requirement by the Authority for the return of any Discretionary GFA.
- 3.6 Any Discretionary GFA provided by the Authority shall be set out in the table at Annex B (*Discretionary GFA*) to Schedule 8 (*Government Furnished Assets*).
- 3.7 When any Discretionary GFA is returned to the Authority, the table in Annex B (*Discretionary GFA*) to Schedule 8 (*Government Furnished Assets*) shall be updated and the Contractor shall provide an updated table to Annex B (*Discretionary GFA*) to Schedule 8 (*Government Furnished Assets*) for approval by the Authority. Following the Authority's agreement to such updated table to Annex B (*Discretionary GFA*) to Schedule 8 (*Government Furnished Assets*) both Parties shall sign two copies of such Annex and each Party shall retain one (1) original signed copy of such updated table

¹ Bidders to confirm the location of their premises.

which shall thereby be incorporated into the Contract as the new Annex B to Schedule 8.

4 Special provisions relating to Equipment, Tooling and Test Equipment

- 4.1 All Equipment to be provided by the Authority as identified in the Annex A of this Schedule 8 (*Government Furnished Assets*) shall be delivered by the Authority to the Contractor's premises at [•]² on or before the relevant date contained in the Annex A of this Schedule 8 (*Authority Obligations*).
- 4.2 Notwithstanding any other provision of this Contract, the Authority shall not be obliged to provide (and/or procure the provision of), make available, calibrate and/or exchange any items of equipment, tooling and/or test equipment other than the test equipment set out in the Annex A of this Schedule 8 (*Government Furnished Assets*) and for the avoidance of doubt it shall be the Contractor's responsibility to calibrate and/or exchange such test equipment.
- 4.3 The Contractor shall:
- 4.3.1 not do anything that would cause the Authority to be in breach of any of its legal obligations to its employees or Servicemen;
 - 4.3.2 make available to the Authority those Contractor's procedures that may be reasonably applied in relation to the activities to be undertaken by the Authority's employees or Servicemen;
 - 4.3.3 procure that the employees of the Authority and Servicemen and Contractor Personnel are treated equally and fairly;
 - 4.3.4 consider hours of work; and
 - 4.3.5 manage the allocation of engagement with the Servicemen to enable each Serviceman to partake in one period of physical training per week.
- 4.4 The Contractor shall not hold any disciplinary powers over the Authority's employees and/or Servicemen. However if at any time a member of the employees and/or Servicemen of the Authority:
- 4.4.1 is deemed guilty of any act of misconduct or neglect during the discharge of his/her duties; or
 - 4.4.2 is found guilty of any act of serious misconduct or continual neglect in the discharge of his/her duties or is found to be medically incapable of performing his/her duties (subject to confirmation by the Authority of such medical incapacity),

then the Contractor shall notify the Authority immediately of the matters alleged to have occurred as identified in paragraphs 4.4.1 to 4.4.2 and shall include in any such notice details of the proposed action that the Contractor reasonably considers necessary to deal with any issue relevant to the continued performance of the Contractor Deliverables arising from such matters. On receipt of the notice, the Authority will consider the Contractor's proposals and supporting evidence and take such action as

² Bidders to confirm the location of their premises if applicable.

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it reasonably considers necessary to rectify the alleged issue. Any action to replace any employees of the Authority and/or Servicemen will be at the Authority's discretion.

- 4.5 In the event of any industrial action involving Contractor Personnel and/or its Sub-Contractors, the Contractor shall ensure that no employees of the Authority and/or Servicemen are engaged in additional activities which would normally have been carried out by the Contractor Personnel who are involved in the industrial action, unless otherwise agreed in advance by the Authority.
- 4.6 The Contractor agrees and acknowledges that its direction and management of the employees of the Authority and Servicemen (for which the Contractor is or becomes responsible, including, without limitation, the output of such persons whilst under such direction and management) shall not have the effect of transferring from the Authority to the Contractor the Authority's rights, duties, powers, liabilities and obligations in respect of any contract of employment or other relationship which exists within the Authority in relation to the employees of the Authority and Servicemen.

5 Provision of Authority Personnel

- 5.1 The Authority shall:
 - 5.1.1 in response to a local, national or global emergency, reserve the right to remove the employees of the Authority and Servicemen at any time and accept that such reduction may result in a GFA Failure;
 - 5.1.2 not be (and the Contractor shall be) responsible for ensuring that all attendance time (as logged on any Contractor time recording system) is recorded by the Contractor.

7. Accounting for property of the Authority

- 7.1 The Contractor shall:
 - 7.1.1. In accordance with Clause 60 (Accounting for the property of the Authority), maintain a Public Store Account (PSA), as defined in Def Stan 05-099, which shall include a complete list of all property of the Authority, as defined in this Paragraph (Accounting for property of the Authority), and record for that property all transactions or other accounting information specified in Annex C to this Schedule 8.

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Annex A - GFA Provision linked to the Contractor Deliverables

[REDACTED] ³

³ The Bidder will provide comments on the Annex A to reflect any further information needed to support the Contractor Proposal as part of the ITN Return as part of the Commercial Evaluation Criteria.

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Table Redacted

Annex B – Discretionary GFA

This Annex B of Schedule 8 (*Government Furnished Obligations*) is in the Agreed Form document entitled “Discretionary GFA Table”

This Table details the Discretionary GFA which the Authority elects to provide to the Contractor

1	2	3	4	5	6
No	GFA Discretionary	Description	Date Authority agrees to provide Discretionary GFA	Duration (for each item commencing after the relevant	No risk to the Authority

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				date specified in column 4) ⁴	
					<p>The provisions of Part 1 of this Error! Reference source not found. (<i>Authority Obligations</i>) and Clauses 31.8 to 31.13 (<i>Authority Performance Failures</i>) shall apply to the provision of all items of Discretionary GFA and all such Discretionary GFA provided by the Authority is at the sole risk of the Contractor.</p>

⁴ Note - The Authority can require the return of all items of GFA at any time at the sole risk of the Contractor.

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ANNEX C to Schedule 8 (Government Furnished Assets)

Data & Format Requirements for PSA Records

Format

1. The Contractor is not obliged to maintain and report on his PSA records in a format that is different from his original records. Electronic formats are the preferred format for reporting under Clause 1.b) of this Condition. If electronic formats are used for reporting, the following formats are acceptable:

Single MS Access Table

Unformatted MS Excel Spreadsheet

2. Other electronic formats may be suitable, subject to agreement with DBS Finance ADMT - see Box 8 of DEFFORM 111 for points of contact. Reports required under Clause 1.b) of this Condition are to be submitted to DBS Finance ADMT - see Box 8 of DEFFORM 111.

Item Record Information

3. A record is required for each item of GFA held by the Contractor from information available to the Contractor provided by the Authority and from the Contractor's own inventory management systems.

Transactional Information

4. Transactional information enables Resource Accounting and Budgeting compliant accounting and informs decisions on future requirements and any assessment for disposal, either to scrap or return to a MOD Depot or Unit. A transactional information record is required for each item held by the Contractor, comprising Serial Nos 1, 2, 3 and 4 identified as the Key Data Fields, which will form the unique record identifier that will be used by the Assets in Industry Data Centre. No aggregation of individual line entries is required to be undertaken by the Contractor for transactional returns.

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Serial	Name	Description	Comments
KEY DATA FIELDS			
1a 1b 1c	NATO Stock Number (NSN)	<p>The NSN is to be provided in 3 separate fields, i.e.</p> <p>NSN (4 digits)</p> <p>NC (2 digits)</p> <p>IIN (7 digits)</p>	<p>The NSN is a 13-digit number assigned to an Item of Supply. It consists of the 4-digit NATO Supply Classification (NSC) and the 9-digit National Item Identification Number (NIIN) i.e. Nation Code (NC) + IIN.</p> <p>"Dummy" reference numbers should not be used.</p>
2	Contract Number or identification of authorising document or responsible MOD official's details if there is no contract.	Contract Number under which the contractor holds GFA.	If an item is issued against or transferred to a new Contract or other authorising document, Serial 2 details should be updated. The preceding Contract No field is to be completed at Serial 8.
3	Terms of Issue / Loan Type	Contract Work Item (CWI); Contract Work Arising (CWA); Contract Support Item (CSI); Contract Embodiment Item (CEI).	This is the loan category indicating why industry is holding the asset.
4	Part Number	The Original Equipment Manufacturer's part number for the item	Essential if Serial 1 information is not available. A serial number or unique sequence number should be identified for high value stock items.

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			For JTTE insert Tool No.
GENERAL DATA FIELDS			
5	Domestic Management Code/Inventory Management Code (DMC/IMC)	Unique Identifier used to further identify the main equipment to which an item belongs.	Domestic Management Code examples are; IMC (Sea): 0613 DMC (Land): 1VSM DMC (Air): 10S Note - No DMC/IMC starts with a 0 (zero).
6	Description	A description of the Asset	The description on the issuing paperwork should be used.
7	Unit Of Measure	Each, Pack, etc. for each line	Otherwise known as Denomination of Quantity
8	Preceding Contract No		To be completed if an item is transferred to a new-succeeding contract.
9	JTTE Indicator	"Yes" indicator to reflect that JTTE has passed from DEFCON 23 to DEFCON 611	This indicator is to be flagged when the contractor moves an item off the DEFCON 23 Register and lists the item in the PSA.
10	Prime Contractor	The Prime Contractor AAC Code should be detailed where the item is being reported by a self-accounting subcontractor	
11	Disposal Indicator	Highlights an item which requires disposal: 1 – Obsolete 2 – Surplus	May relate to an item identified as obsolete or surplus to requirements, or for which disposal instructions have been received.

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		3 – Disposal instructions requested	
		4 – Disposal instructions received	
12	Asset Location	The name of the Site where the contractor holds the item. This description only needs to detail the name of the site and should not exceed 30 characters.	This field only needs to be populated if the asset is held on a site other than the primary site as the primary site is fixed to the AIMS Number.
13	Remarks		Any remarks pertinent to the item or that will better identify ownership
14	Opening Balance Data	Reporting period start date.	
15	Quantity Embodied		Only to be recorded when the item has been embodied in the product, i.e. at the point in time when the item loses its own identity.
16	Quantity Returned to MOD		This is to include quantity of items scrapped on site or lost in shops (MOD Form 650A), and items authorised for disposal through DSA or otherwise.
17	Quantity Issued - Other		Any other issue of items not covered by serial 14, 15 or 16. The reason for the issue / transfer is to be recorded in the remarks field.
18	Quantity Received		
19	Stocktaking Adjustments	Stock Adjustments (Qty) as a result of	

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		stocktaking losses or gains.	
20	Closing Balance	The total quantity in stock at the close of the reporting period	
21	Closing Balance date	Reporting period end date.	