



Ministry of Defence

Flight Simulation & Synthetic Training Project Team (FsAST)

Contract No: FsASTC/00144

For:

E-Learning Contract

Between the Secretary of State for Defence And

*of the United Kingdom of Great Britain and
Northern Ireland*

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A GENERAL CONTRACT PROVISIONS

A1. Interpretation

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. Unless the context otherwise requires:

- (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
- (2) The words “include”, “includes”, “including” and “included” are to be construed as if they were immediately followed by the words “without limitation”, except where explicitly stated otherwise.
- (3) The expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
- (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
- (5) The heading to any Contract provision shall not affect the interpretation of that provision.
- (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
- (7) Unless excluded within the terms of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

A2. Amendments to Contract

- a. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority’s Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not Minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Change Process) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

A3. Variations to Specification

- a. The Authority’s Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition A2 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority’s Notice, unless otherwise specified.

- b. Any variations that cause a change to:
- (1) fit, form, function or characteristics of the Contractor Deliverables;
 - (2) the cost;
 - (3) Delivery Dates;
 - (4) the period required for the production or completion; or
 - (5) other work caused by the alteration.

shall be the subject to condition A2 (Amendments to Contract). Each amendment under condition A2 shall be classed as a formal change.

A4. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Sections A - H (and J - L, if sections J - L are included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and, where included, Schedule entitled "Acceptance Procedure";
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency, within or between the documents referred to in clause A4.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause A4.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition A21 (Dispute Resolution).

A5. Severability

If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- a. such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
- b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

A6. Assignment of Contract

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

A7. Waiver

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

A8. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

A9. Governing Law

a. Subject to clause A9.b, 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 A9.b and condition A21 (Dispute Resolution) 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 A9.a and for enforcement of any judgement, order or award given under English jurisdiction.

b. If the Parties agree pursuant to the Contract that Scots Law should apply, then the following amendments shall apply to the Contract:

- (1) Clause A9.a shall be amended to read:

“The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Scots Law, and subject to condition A21 (Dispute Resolution) and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the Scottish courts. Other jurisdictions may apply solely for the purpose of giving effect to this clause A9.a and for enforcement of any judgement, order or award given under Scottish jurisdiction”;

- (2) Clause A21.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the purposes of the arbitration, for the avoidance of doubt, the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

c. Where the Contractor is an Overseas Contractor, any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all foreign jurisdictions. However, a foreign jurisdiction may apply solely for the purposes of giving full effect to this condition A9 and for the enforcement of any judgement order or award given under the English jurisdiction. Each Party irrevocably submits to the jurisdiction provided for under this condition.

d. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also

warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

e. The provisions of this condition A9 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable between the Parties notwithstanding such a termination.

f. Where the Contractor is an Overseas Contractor it irrevocably appoints the solicitors or other persons detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

A10. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

A11. Disclosure of Information

a. Subject to clauses A11.d, A11.e, A11.h and A14 each Party:

- (1) shall treat in confidence all Information it receives from the other;
- (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses A11.a and A11.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses A11.a and A11.b shall not apply to any Information to the extent that either Party:

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

- (1) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
- (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement

containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with sub-clause A11.f above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

A12. Publicity and Communications with the Media

The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

A13. Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

A14. Transparency

a. Subject to clause A14.b but notwithstanding condition A11, 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 A14.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, and any Information which has been acknowledged by the Authority at Schedule 6 (Contractor's Commercially Sensitive Information).

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A14.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 condition A14 shall affect the Contractor's rights at law.

A15. Equality

- a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.
- b. Without prejudice to the generality of the obligation in clause A15.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent Legislation in the country where the Contract is being performed.
- c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this condition A15 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.
- d. The Contractor agrees to take reasonable efforts to reflect this condition A15 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this condition A15 in their subcontracts that they enter into to satisfy the requirements of the Contract.

A16. Child Labour and Employment Law

- a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.
- b. The Contractor agrees to use reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

A17. Subcontracting

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any obligation, duty or liability attributable to the Contractor under the Contract.
- b. The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any subcontracts for any part of the Contractor Deliverables.
- c. In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include:
 - (1) a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor's compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and
 - (2) a term which requires payment to be made to the Subcontractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the subcontract requirements.
- d. Where the Contractor places any subcontract with a value of more than £50,000 in connection with this Contract, it shall ensure that it has the right to terminate that subcontract for convenience in the event that the Authority exercises its right to terminate this Contract under Condition A22 (Termination for Convenience), with twenty (20) Business Days notice (or such other notice period as the Authority shall give under this Contract).
- e. When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported

Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, Tottington, Lancashire BL8 3DX (Telephone : 01204 880733) or <http://business.base-uk.org/procurement>.

f. The Contractor shall secure from any Subcontractor, the prompt notification to the Authority of the Information required by clause D1.a (Third Party Intellectual Property – Rights and Restrictions). On receipt of any such notification the Authority shall issue a written authorisation to the Subcontractor in accordance with clause D1.g. Any such authorisation shall always be subject to clauses D1.j, D1.k and D1.n as though the Subcontractor was the Contractor. If any claim or action relevant to such authorisation arises, it shall be promptly notified to the Authority. The Contractor is not authorised to enter into any substantive correspondence in such matter nor in any way to act on behalf of the Authority in any such claim or action. Any arrangement between the Contractor and Subcontractor to enable the Contractor to underwrite their indemnities to the Authority under this Condition is a matter between the Contractor and the Subcontractor.

g. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, the Contractor shall use reasonable endeavours to incorporate in each subcontract the terms set out in the relevant parts of SC3 Schedule “Export Licence”. Where it is not practicable to include the terms set out in SC3 Schedule “Export Licence”, the Contractor shall report that fact and the circumstances to the Authority.

A18. Change of Control of Contractor

a. The Contractor shall inform the Mergers & Acquisitions section, Supplier Relations Team, Poplar Level 1 # 2119, MOD Abbey Wood South, Bristol BS34 8JH as soon as practicable of any intended, planned or actual change of Control. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the change of Control of the Contractor in the UK or other jurisdictions. The Authority’s Representative shall consider the potential change of Control and advise the Contractor in writing of any concerns that the Authority may have.

b. Each notice of change of Control shall be taken to apply to all contracts with the Authority.

c. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified or becoming aware that the Contractor has undergone a change of Control where the Contractor has failed to address the Authority’s concerns to the Authority’s satisfaction in accordance with clause A18.a, or has failed to supply or withheld the Information required under clause A18.a.

d. If the Authority exercises its right to terminate in accordance with clause F1.a.(4) the Contractor shall be entitled to request the Authority to consider making a payment to represent any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any request for payment under this clause A18.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority’s sole discretion.

A19. Termination for Insolvency or 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:

Insolvency

a. where the Contractor is an individual:

(1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the "IA 86") or the court making an interim order pursuant to Section 253 of the IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the "DAAS Act") is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;

(4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy (Scotland) Act 1985 within twenty-one (21) Business Days of service of the statutory demand on it;

(b) an execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;

(c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) Business Days of service; or

(d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(7) any analogous procedure or step is taken in any jurisdiction.

b. where the Contractor is a firm:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual

voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) any event listed in clause A19.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor;

(4) any event listed in clause A19.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(5) an event listed in clause A19.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(6) any event listed in this clause A19.b occurs in respect of any partner of the Contractor which is itself a firm in connection with a liability or debt of the Contractor;

(7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(10) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(b) it is unable to pay its debts in terms of section 221 of IA 86; or

(11) any analogous procedure or step is taken in any jurisdiction.

c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary arrangement under IA 86) or a moratorium on any of the Contractors indebtedness comes into force;

(3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver,

administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or

(7) any analogous procedure or step is taken in any jurisdiction.

d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

Corrupt Gifts

f. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (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:

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Contract or any other contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an 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 Contract 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 conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

g. In exercising its rights or remedies to terminate the Contract under A19 f. 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.

h. Where the Contract has been terminated under clause A19 f. of this Condition, 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.

A20. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

A21. 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 A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

A22. Termination for Convenience

a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.

b. In the event that the Authority exercises its rights in accordance with clause A22.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.

c. The Authority's total liability under clause A22.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.

A23. Contractor's Records

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition A11 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

- (1) the end of the Contract term;
- (2) termination of the Contract; or
- (3) the final payment;

whichever occurs latest.

A24. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

A25. Contractor's Warranties

a. The Contractor warrants and represents, that:

- (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
- (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
- (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

B CONTRACTOR DELIVERABLES

B1. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate

sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:

- (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables;
- (2) comply with all applicable Legislation; and
- (3) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause B1.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

- (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
- (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
- (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

B2. Environmental Requirements

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

B3. Disruption

a. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

b. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.

c. The Contractor shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor's Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.

C PRICE

C1. Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to condition G2 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

D INTELLECTUAL PROPERTY

D1. Third Party Intellectual Property – Rights and Restrictions

- a. The Contractor shall promptly notify the Authority as soon as they become aware of:

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

- (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything Delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause D1.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a commercial off the shelf (COTS) item or service.

- b. If the Information required under clause D1.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

- c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This clause shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;

- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause D1.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of the Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause D.1a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of

the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause D1.a.

k. Where authorisation is given by the Authority under clause D1.e, D1.f or D1.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential information, trade secret or the like by the Contractor as a result of use of information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) Clauses D1.a – D.1.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) Neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) A Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by

such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) The Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) Following a notification under clause D1.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) The Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition D1 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

E FACILITIES AND ASSETS

E1. Access to Contractor's Premises

The Contractor shall provide to the Authority's Representatives following reasonable notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

F DELIVERY

F1. Authority's Remedies for Breach of Contract

a. If the Contractor:

(1) fails to provide the Contractor Deliverables (or any part thereof) by the relevant date specified in Schedule of Requirements and/or the Specification;

(2) provides Contractor Deliverables (or any part thereof) that are not in accordance with, or the Contractor fails to comply with, any terms of the Contract;

(3) supplies Contractor Deliverables that do not comply with clause B1.b;

(4) fails to address the Authority's concerns to the Authority's satisfaction in accordance with condition A18, or fails to supply or withholds the Information required under clause A18.a;

(5) commits a persistent failure by failing to meet either:

(a) a single Key Performance Indicator (KPI) on X or more occasions in a rolling X month period; or

(b) X or more KPIs on a rolling X month period,

where this Contract includes Core+ condition “Key Performance Indicators and Performance Management”; or

(6) otherwise commits a material breach of its obligations under the Contract, the Authority shall have the right to exercise one or more of the following remedies:

(7) where the Contractor commits a persistent failure in accordance with clause F1.a.(5) or where the breach is material in accordance with clause F1.a.(6), to terminate the Contract or the relevant part thereof, with immediate effect and without liability to the Authority, by giving written Notice to the Contractor;

(8) refuse to accept the provision of any further Contractor Deliverables by the Contractor and the Contractor shall refund to the Authority any sums paid in respect of the Contractor Deliverables that fail to comply with the terms of the Contract;

(9) give the Contractor the opportunity at the Contractor’s expense to carry out such remedial services as is necessary to correct the Contractor’s failure or otherwise to rectify the breach within the Authority-specified time limits;

(10) purchase substitute services from elsewhere;

(11) claim such damages as may have been sustained as a result of the Contractor’s breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

(a) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or

(b) obtaining the Contractor Deliverables in substitution from another supplier.

b. In addition to the Authority’s rights in clause F1.a., if the Authority reasonably believes at any time before the Contract Implementation Date that the Contractor will not be able to achieve Full Service Provision by the Contract Implementation Date then the Authority shall be entitled to terminate the Contract in whole or in part with immediate effect and without liability by giving written Notice to the Contractor.

c. In the event that the Authority terminates the Contract in whole or in part pursuant to this clause F1.a.(7) or F1.b. or for any other lawful reason, the the Authority shall also have the right to require the Contractor to transfer any or all of the Assets to the Authority, wherever they are located, upon the payment of a sum representing the market value of those Assets which the Contractor has purchased but not recovered the cost of from the Authority.

d. This condition F1 shall also apply to any remedial services carried out by the Contractor in accordance with clause F1.a.(9).

e. The Authority’s rights and remedies under this condition F1 are in addition to its rights and remedies implied by statute and common law.

G PAYMENTS AND RECEIPTS

G1. Payment

a. Schedule 3 (Contract Data Sheet) specifies whether payment is to be enabled by P2P or latest IT enabled payment system (CP&F), by MOD Form 640, or by AG173. Payment may only be made using P2P/CP&F where the

Contractor has agreed a DEFFORM 30 with the Authority prior to the Effective Date of Contract and the DEFFORM 30 agreement is referenced in Schedule 3 (Contract Data Sheet).

b. Payment will be made by electronic transfer and prior to submitting any claims for payment under clause G1.e the Contractor shall provide to DBS Finance the name and address of the bank, the sort code and account number to which payment should be made and, if requested by DBS Finance, any further Information where payment is to be made outside of the UK.

c. In order to obtain approval for payment, the Contractor shall, upon completion of the Contract (or any part of the Contract for which the Contractor is entitled to payment):

(1) where payment is to be made using P2P/CP&F, submit a properly completed DEFFORM 129J, in accordance with the instructions shown therein and in the explanatory notes;

(2) where payment is to be made using a MOD Form 640, submit the appropriate coloured copy of the MOD Form 640 to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet) and complete and dispatch the other appropriate coloured copies of the MOD Form 640 in accordance with the instructions shown therein; or

(3) where payment is to be made using an AG173, submit a properly completed AG173 (or AG210, as appropriate) to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet).

d. Upon receipt of the AG173 (or AG210, as appropriate), the Authority shall:

(1) approve payment by entering the relevant details into P2P/CP&F to indicate receipt of the applicable Contractor Deliverables, or completing and signing the AG173/AG210, and returning it to the Contractor; or

(2) notify the Contractor in writing, giving reasons why it considers approval of payment may be withheld.

e. The Contractor shall submit a claim for payment to DBS Finance by either:

(1) using a properly prepared message structure and format for invoice payment using P2P/CP&F in accordance with the arrangements set out, or referenced in DEFFORM 30; or

(2) forwarding the completed AG173/AG210 signed by the Authority, together with a properly completed DAB Form 10.

f. The Authority shall pay all valid, properly completed claims for payment submitted by the Contractor to DBS Finance in accordance with clause G1.e on or before the day which is thirty (30) days after the later of:

(1) the day upon which a valid request for approval of payment is received by the Authority in accordance with clause G1.c; and

(2) the date of completion of the part of the Contract to which the request for approval of payment relates.

g. Where using the AG173 (or AG210), the period of thirty (30) days referred to in clause G1.f shall be exclusive of the number of days that elapse between the date the Contractor receives a MOD Form 640 or AG173 (or AG210) from the Authority showing payment approval in accordance with clause G1.d and the date DBS Finance receives a valid, properly completed claim for payment in accordance with clause G1.e.

h. The approval of payment by the Authority under clause G1.d 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 condition F1 or otherwise.

i. 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 Government Department.

G2. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the provision of any Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the Contract Price claimed and the Authority shall pay it. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain and pass to the Authority a formal ruling from HM Revenue and Customs (HMRC).

c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority's Representative. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.

d. Where the provision of any Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables.

G3. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition A6 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ('the Act')). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition G3 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause G1.i;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses G3.b and G3.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause G3.a., the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

(1) is made aware of the Authority's continuing rights under clauses G3.a.1 and G3.a.2; and

(2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with sub-clauses G3.a.(1) and G3.a.(2).

d. The provisions of condition G1 (Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

H CONTRACT ADMINISTRATION

H1. Progress Monitoring, Meetings and Reports

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

(1) performance/Delivery of the Contractor Deliverables;

(2) risks and opportunities;

(3) any other information specified in Schedule 3 (Contract Data Sheet); and

(4) any other information reasonably requested by the Authority.

H2. Authority Representatives

a. Any reference to the Authority in respect of:

(1) the giving of consent;

(2) the delivering of any Notices; or

(3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this condition H2.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition A2 (Amendments to Contract).

H3. 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 Schedule 3 (Contract Data Sheet);

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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.

J The Project specific DEFCONs and DEFCON SC variants that apply to this

contract are:

J1. DEFCON 14 (Edn.11/05) – Inventions and designs crown rights and ownership of patents and registered designs

J2. DEFCON 76 (SC3) (Edn.12/06) – Contractor's personnel at Government Establishments

J3. DEFCON 91 (Edn.11/06) – Intellectual property Rights In Software

J4. DEFCON 605 (SC3) (Edn.12/14) - Financial Reports

J5. DEFCON 630 (SC) (Edn.03/15) – Framework Agreements

J6. DEFCON 660 (Edn.12/15) - Official-Sensitive Security Requirements

K The Special Conditions of Contract that apply to this

contract are:

K1. Overseas Expenditure

a. The Contractor shall report, in writing, to the Authority details of any direct Overseas expenditure valued over £1 million likely to be incurred in the execution of the Contract immediately the possibility is known if such details were not furnished at the time of tendering. The details to be provided are as follows:

- (1) Contract No;
- (2) country in which subcontract placed/to be placed;
- (3) name, division and full postal address of Subcontractor;
- (4) value of subcontract as applicable to main Contract;
- (5) date placed/to be placed.

b. If no overseas orders valued over £1 million are to be placed, or are placed, the Contractor shall advise the Authority to this effect.

c. For the purpose of clauses a. and b. Overseas expenditure comprises only those direct payments made by the Contractor to:

- (1) Overseas firms and
- (2) UK firms, including UK branches or subsidiaries of Overseas firms, for the supply of finished or semi-finished manufactured products imported directly into the UK by the Contractor or by such UK firms.

d. The Contractor shall submit any Information required by clause a. to the Authority's Representative (Commercial).

K2. Copyright

- a. This Condition shall apply to all copyright works generated under the Contract, or delivered to the Authority under the provisions of the Contract, except that it shall not apply to copyright works consisting of technical data and software where such rights are granted elsewhere in the Contract.
- b. The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.
- c. The Contractor agrees not to publish any copyright work generated under the Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.
- d. The Authority shall have, in respect of any copyright work to which this Condition applies, a free licence:
 - (1) to copy the work and to circulate and use the work or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to clauses b., c. or d. of this condition, be made available to any third party;
 - (2) to issue the work or any part of the work or any copy of the work or any part thereof to any contractor or agent for the purpose of use only in connection with a contract for the United Kingdom Government for the study, management, evaluation, and/or assessment

of the work, provided that any such contractor or agent shall be placed under an obligation which restricts disclosure and use of such work to the said purpose;

- (3) to issue the work or any part of the work or any copy of the work or any part thereof to the government of a nation who is a member of the EU or NATO or bodies forming part of said groupings, to the Governments of Australia, New Zealand and Japan or such other government(s) of nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a third party;
- (4) to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to the United Kingdom Government for the purpose of use only under a contract, or tendering for a proposed contract, for a United Kingdom Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes.

Provided that, subject to any pre-existing rights of the Authority, clauses c. and d. shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. Clauses c. and d. shall apply to all works or part thereof unless otherwise marked by the Contractor in accordance with clause f. below.

- e. As soon as it becomes aware that any copyright work or part thereof Delivered or proposed to be Delivered is a work subject to special conditions or any third party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon Delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.
- f. The Contractor may mark or include in any copyright work to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.
- g. This Condition shall constitute an "agreement to the contrary" for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.
- h. In this Condition "copyright work" shall be understood to include any works, data or other materials in which a database right subsists.

L The special processes that apply to this contract are:

1	The Defence Technology Enhanced Learning Centre (DTELC): Technology Enhanced Learning (TEL) eLearning Standards Profile (eLSP) – V.20 15 Oct 2015
2	The Ministry of Defence Identity: Creating a Cohesive Brand – September 2014
3	Defence Learning Environment (DLE) Style Guide – V1.0 Apr 2016
4	DSEME Strategy Directive – Version 2 Issued 8 Sep 2016
5	DCTT VLE Policy Version 1.2 Issued 21 Mar 2016

L1. Table of applicable documents

L2. As System Requirement Document (SRD)

The Armed Forces Covenant

1. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
2. The Covenant's two principles are that:
 - a. The Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
 - b. Special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
3. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: <https://www.gov.uk/government/policies/armed-forces-covenant>.
4. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team
Zone D, 6th Floor, Ministry Of Defence
Main Building, Whitehall, London, SW1A 2HB

Schedules for FsASTC/00144 Contract

Schedule 1 - Definitions of Contract

Core Definitions

AG173	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
AG210	means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;
Assets	means items/materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
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 clause H2.b;
Business Day	means any day excluding: <ul style="list-style-type: none">a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andc. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	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: <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.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not

	limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
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 supplied;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
Contract Implementation Date	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
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 provide 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 Commercially Sensitive Information	means the Information listed in the completed Schedule 6 - Contractor's Commercially Sensitive Information Form, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <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; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other

	document, regulating the Contractor;
	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;
CP&F	CP&F (Contracting, Purchasing and Finance)
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;
DAB Form 10	means the MOD invoice summary form;
DBS Finance	means Defence Business Services Finance, at the address stated at Annex A to Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework
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 SC3 Condition "Delivery/Collection" 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;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;
Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
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, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core+ condition "Key Performance Indicators and Performance Management";
Legislation	means in relation to the United Kingdom:

	<ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
MOD Form 640	means the MOD form in 5 separate parts which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);
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 Contractor	shall mean a Contractor that is registered and/or based outside of the UK;
P2P	means the MOD electronic ordering, receipting and payment system;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
Subcontractor	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
Supported Businesses	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
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.

Appendix A to Schedule 1 – Core+ Definitions of Contract

Core+ Definitions

Articles	means 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 to Core Plus Schedule “Hazardous Articles, Materials or Substances supplied under the Contract” and any DEFCONs if either are included in this Contract);
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
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
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
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);
Employee	shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. (This definition only applies to the narrative condition “Security Measures”);
Evidence	means either: <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or sub-contractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;
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;
Hazardous Contractor	means a Contractor Deliverable or a component of a Contractor

Deliverable	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 “BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies certifying products, processes and services”, 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”;
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;
Military Level Packaging	Packaging that by the nature of the packaged items nature, or envisaged transport/movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;
Military Packaging Accreditation Scheme (MPAS)	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from DESJSCSCM-EngTLS-Pkg@mod.uk ;
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 intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Overseas	shall mean non UK or Foreign
Packaging	Verb. The operations involved in the preparation of materiel 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. The PDA should be MPAS registered or accepted as having an equivalent certification;

Primary Packaging Quantity (PPQ)

means the quantity of an item of material to be contained in individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;

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 but excluding sawmill co-products which fall within the category of Virgin Timber;
- 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

Secret Matter

means any matter connected with the Contract, or its performance which is designated by the Authority in the Security Aspects Letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter. **(This definition only applies to the narrative condition “Security Measures”);**

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;

STANAG 4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced from Information at www.dstan.mod.uk/faqs.html;

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;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Schedule 2 - Schedule of Requirements for Services for Contract No: FsASTC/00144

Item Number	Contract Deliverables	Notes to Supplier	Price £ (ex-VAT)
1	Supply of e-learning training media, courseware, 2D/3D models and animations, interactive pages and computer aided instruction (CAI); all delivered in accordance with the System Requirement Document at Annex A		See Schedules 8 and 9

Note: Any associated goods shall be covered at Annex A to Schedule

Schedule 3 - Contract Data Sheet for Contract No: FsASTC/00144

<p>Condition A9 Governing Law</p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> Clause A9.b shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Overseas Contractors in accordance with clause A9.f (if applicable) are as follows:</p>
<p>Condition A22 Termination for Convenience</p>	<p>The Notice period for terminating the Contract shall be minimum 20 Business Days.</p>
<p>Condition A24 Contract Period</p>	<p>The Contract expiry date shall be:</p> <p>Year 1 from 01/04/2017 – 31/03/2018</p> <p>Year 2 from 01/04/2018 – 31/03/2019</p> <p>Year 3 from 01/04/2019 – 31/03/2020</p> <p>At the end of this period the Authority shall have the option to extend the Framework Agreement provided that there is agreement between the Authority and the Contractor on the extension. The option year 1 to extend the Framework Agreement will be exercised by no later than 31/12/2019, option year 2 - 31/12/2020 and option year 3 - 31/12/2021 before Contract Expiry, unless all option years are exercised at the same time. After the expiry of this period, no new contracts relating to this Framework Agreement will be issued. The Option Years are detailed below:</p> <p><i>Option Year 1 - from 01/04/2020 – 31/03/2021</i></p> <p><i>Option Year 2 – from 01/04/2021 – 31/03/2022</i></p> <p><i>Option Year 3 – from 01/04/2022 – 31/03/2023</i></p>
<p>Clause B1.b.(1) Contractor's Obligations – Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP</p>

	Location: TBC
Clause H1.b Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Quarterly Progress Report</p> <p>Frequency: Quarterly</p> <p>Content: (to include but not be limited to: Performance against PIs, costs incurred to date against work undertaken)</p> <p>Method of Delivery: Electronic</p> <p>Delivery Address: Email – [REDACTED]</p>
Clause H2.b Authority's Representatives	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: [REDACTED]</p> <p>Project Manager: [REDACTED]</p> <p>Payment: [REDACTED]</p>
Clause H3.a.(3) Notices	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Flight Simulation & Synthetic Trainers Project Team (FsAST PT), Walnut 3a #1317, MOD Abbey Wood, Bristol, BS34 8JH</p> <p>Contractor:</p>
Clause H3.a.(5) Notices	<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>Other Addresses and Other Information</p> <p>(Covers forms and publications addresses and official use information)</p>	See Annex A to Schedule 3 (DEFFORM 111)

Appendix A to Schedule 3 - Addresses and Other Information DEFFORM 111(Edn 02/16)

1. Commercial Officer

Name: FsAST-Comrcl3c1 - [REDACTED]

Address: FsAST PT, Walnut 3A, #1317, MOD, Abbeywood, Bristol, BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

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)

Name: FsAST-1b2 – [REDACTED]

Address: FsAST PT, Walnut 3A, #1317, MOD, Abbeywood, Bristol, BS34 8JH

Email: [REDACTED]

☎

9. Consignment Instructions

The items are to be consigned as follows:

As per individual tasks

3. Packaging Design Authority

Organisation and point of contact:

(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 Tel 01869 256052 (option 2, then option 3);
JSCS Fax No 01869 256837 www.freightcollection.com

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

Branch/Name:

☎

(b) U.I.N.

5. Drawings/Specifications are available from

FsAST Project Team

11. The Invoice Paying Authority (see Note 1)

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#invoice-processing

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

(where no address is shown the mauve copy should be destroyed)

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpFormsandPubs@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.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Website;

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: FsASTC/00144

1. Authority Changes

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with condition 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and, 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 may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4b(1).

5. Contractor Changes

- a. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by clause 3b., and the process at condition 4 shall apply.



FsAST/C/0144

Flight Simulation & Synthetic Trainers (FsAST) PT

System Requirement Document (SRD)

New E-Learning Framework Agreement Contract

Issue: 2.0
Dated: 02/09/2016

DOCUMENT CHANGE RECORD

This is a controlled document. Additional copies should be obtained through the issuing authority. Amendment shall be by whole document replacement. Proposals for change should be forwarded to the issuing authority ([REDACTED](#)).

Version	Details Of Amendments Made	Amended By	Date
0.1	Draft	FsAST-1b2	30 Mar 16
0.2	Draft with amendments following SRD review meeting	FsAST-1b2	19 Apr 16
1.0	Issued	FsAST-1b2	15 Jul 16
2.0	Updated following review by [REDACTED]	FsAST-1b2	02 Sep 16

PART 1: GENERAL DESCRIPTION

INTRODUCTION

1. Establishments within the United Kingdom RAF Air Command seek the provision of a new FsAST E-Learning enabling Contract for the provision of ad-hoc bespoke training media and graphical assets; this Contract will follow on from the extant Contract held under FsAST/C/00097.

BACKGROUND

2. The extant contract was let in Apr 11 and expires on the 31 Mar 17. For the establishments it supports, it has helped develop their outmoded training media; bringing modules in line with advances in learning technology; providing a higher quality in computer based training for the student. Consequently it has been well received by all stakeholders and the project can be deemed a success to date.
3. The output at present is delivered on CD for use on standalone computers and/or Local Area Networks (LANs) directly from the CD or computer hard drive. The output functions on either single screen or dual screen platform and in the case of courseware utilises a common media toolbar to play the media. The Defence Learning Environment (DLE) learning platform is managed by the Defence Technology Enhanced Learning Centre (DTELC) and has become the focal point for delivery and storage for all defence E-Learning material, the extant contract is not driven towards this form of delivery.
4. Whilst the DLE is considered the primary learning platform for the MOD, establishments are also developing their very own Virtual Learning Environment (VLE) solutions, and as such the capability to be able to access new output from these has increased. As a result there is a critical interdependency between the output delivered and the infrastructure the User exploits to deliver the learning software, be that on a stand-alone system or remotely via a VLE. The drive to deliver output that can be shared throughout the MOD is paramount.

BOUNDARY

5. This Contract will be bound to produce output for the units under Air Command only. Whilst the output is bound to serve the requirements of these units, the output can then be made available for use by the wider MoD; providing it is used within ITAR and IPR restrictions.
6. The contract shall provide output that is designed for a specific solution on an ad-hoc basis; the contract is not in place to service large volumes of training transformation work. Tasking shall only be initiated by the customer contacting the FsAST PM directly with their requirement.
7. Output from the contract shall be limited to the following types of training media; Computer Based Training (CBT), Computer Aided Instruction (CAI), 2D/3D models and animations, emulations and interactive pages.
8. Output shall be delivered at review stage or on completion in one of two formats;

- (i) Internet delivery onto the DLE, Users VLE, other publishing platform or, for review purposes onto contractor online system.
- (ii) Or packaged on CD/DVD

SYSTEM CONTEXT

- 9. Output is critically dependent on the course delivery host platform of the User. Output shall be delivered either on CD or directly onto the DLE or establishments VLE. VLEs in the MOD typically use the Modular Object-Orientated Dynamic Learning Environment (MOODLE) platform which is a free to use open source LMS.
- 10. Output shall be delivered in such a format that it is compliant with the way in which it is intended to be used; specifically it shall be in line with the relevant policy of the VLE destination platform and in a format that is compatible with the customers authoring tool (if applicable).
- 11. Output must function on one, some or all of the following User Access Devices (UADs); laptop, desktop, tablet or mobile; dependent on what is identified in the SOR created by the User.
- 12. There shall be a contracted tasking process detailing the methods for identifying, costing, designing and reviewing the output which shall be agreed between the contractor and FsAST. A notional process flow is detailed at Annex B and any necessary document templates shall be provided within the contract.

ACQUISITION STRATEGY

- 13. The in-service date for this contract is required for 01 Apr 17 and expected to run for three years with 3 x 1 year options to extend until 2023. An open competition to tender is chosen as the acquisition strategy, as it will provide the best VfM.

CONSTRAINTS

- 14. The following can be considered a prerequisite to any work package undertaken on the new Contract;
 - a. The MOD is to have full Intellectual Property Rights (IPR) for all content produced by the suppliers including source files. Any exclusion (for example, proprietary media players) must be explicitly stated.
 - b. Suppliers are to be constrained to use development tools which are fully compatible with the tools that the MOD have already purchased.
 - c. Content produced must be in a format which will enable maximum reuse and integration with existing Defence TEL Applications.

- d. Suppliers are required to make clear their development process to the Defence customers. This will include design principles and techniques which can be learned and applied by in house experts for future projects.
- e. Deliverables must be in a format which will enable maximum capability for Defence to update and reuse the content without recourse to further Contractor involvement.
- f. Deliverables must be in a format which will enable the optimal distribution across Defence's infrastructure resulting in wide availability to the TEL using the maximum variety of media.

ASSUMPTIONS

- 15. Appropriate infrastructure will be available or made available by the User to facilitate use of the output, for example computer or tablet hardware to run courseware. The User's hardware and host platform (LMS) is outside the scope of this contract, however the output will be designed in such a manner to operate on it.
- 16. The User shall provide SME support to the contractor, including provision of any relevant data and documents to support the design.
- 17. The User shall provide the contractor with access to their VLE when requirement is for delivery directly onto the VLE. (This shall be in line with the relevant VLE policy and is the responsibility of the User).

PART 2: KEY SYSTEM REQUIREMENTS

KSR No	Requirement Descriptor	Status	Priority	Remarks/Justification
1	The system shall be designed by the Contractor collaboratively with the SME and FsAST PM.	Candidate	Key	To enable the User to verify contents/structure before build work proceeds and to provide the PM with an indication/estimation of the amount of tasks involved from a financial planning perspective.
2	The system shall be designed to meet the relevant training objectives (TO's), enabling objectives (EO's) and key learning points (KLP's) as advised by the SME.	Candidate	Key	So the output provides VfM and meets the requirements identified by the User in the SOR.
3	The output shall provide technologically up-to-date eLearning training media in the following forms; CBT, CAI, 2D/3D animations and models, interactive pages and emulations.	Candidate	Key	Essential for VfM, future sharing of the assets and placement of assets onto various learning environments as necessary. Essential for use of current and expected future IT systems.
4	The system shall be delivered either on CD/DVD or directly onto the Defence Learning Environment (DLE) or the User's specific Virtual Learning Environment (VLE).	Candidate	Key	Essential for capability to share output across the MOD.
5	The User shall be provided with a product that meets or exceeds (if requested) the minimum specifications stated in the Contract.	Candidate	Key	Essential for VfM, future sharing of the assets and placement of assets onto various learning environments as necessary. Essential for use of current and expected future IT systems.

PART 3: SYSTEM REQUIREMENTS

SR #	Requirement	Measure of Effectiveness		Justification	Validation	Priority
		Threshold	Objective			
1	<p>The design of the product shall emerge from collaboration between the Contractor, SME and FsAST PM.</p> <p>Before manufacture a design document shall be provided by the Contractor detailing a step by step story board of the contents of the output, delivery method and training objectives met. This document shall be reviewed and accepted by both the SME and FsAST PM.</p>	Contractor liaises with SME and FsAST PM to design the output. If necessary the Contractor shall supply a design document of the planned output to be reviewed and agreed.	PDR (if proportionately justified) and CDR. Full design document provided by the Contractor detailing step by step storyboard of output contents.	An agreed design document accepted by the SME and FsAST PM shall act as a Critical Design Review (CDR) confirming mature design ready for manufacture.	Demonstration	K
2	The system design shall be such that it meets the specific Training Objectives (TO), the corresponding Enabling Objectives (EO) and the Key Learning Points (KLP) identified by the SME and TRA/course design authority.	Output meets the TO's, EO's and KLP's.	Goes beyond the TO's, EO's and KLP's whilst remaining VfM and of use to the SME.	Achievement of VfM.	Analysis	M
3	The output shall be designed in such a way that the student or instructor can utilise it at their own chosen pace (if required).	User has control and can progress the output through stages from start to finish and access any stage from a menu.	User has control and can progress the output through stages from start to finish and access any stage from a menu.	To enable total control of the teaching; be it self-paced student learning or instructor led learning.	Demonstration	K
4	The output, as a graphical asset, shall be designed in such a way that it is ready for the User to deliver onto their VLE, course builder or other platform.	Asset delivered as specified by the FsAST PM ready for use by the SME.	Asset delivered as specified by the FsAST PM ready for use by the SME.	To enable maximum re use of the asset.	Demonstration	1

SR #	Requirement	Measure of Effectiveness		Justification	Validation	Priority
		Threshold	Objective			
5	The system shall be capable of delivery on single screen, dual screen and tri screen platform (inc instructor screen); format to be identified in the design stage.	Prerequisite – no threshold.	Prerequisite – no objective.	Means of delivery available.	Demonstration	1
6	The system must be developed in non-proprietary, open standards. The contractor shall be capable to produce output for use on the following User access devices (UAD); Desktop, laptop, tablet or mobile; in Windows, Apple or Android operating systems.	Output can be used on the desired UAD as prescribed in the SOR.	Output can be used on all UADs.	To achieve VfM and enable maximum re use of the asset. Legislative	Demonstration	M
7	The system shall be coded in Hyper Text Mark-up Language 5 (HTML5) as standard, however if the authority, SME and Contractor agree in the design stage this may be changed to adapt to evolving requirements (eg Application Program Interface: API).	Output is built in HTML5	Output is built in HTML5 or other if agreed between key stakeholders.	As per the DTELC E-Learning Standards Profile – V2.0 Issued 15 Oct 2015	Measurement	M
8	The system, if requested, shall use industry standard wrapping. This shall be agreed with the SME/customer in the design process and shall ensure compatibility with relevant MOODLE platform. Alternatively it shall use the MOODLE tools.	Industry standard for wrapping agreed with user.	Industry standard for wrapping agreed with user	To keep new output up to date with industry standards and reduce life limiting products.	Measurement	1
9	If applicable, the system must use a modern and appropriate User interface ¹ (UI). – In such that the UI will appear up to date to the student and in line with current e-Learning technology.	Output uses a middle of the range commercial UI.	Output uses a top of the range bespoke UI and remains VfM.	If the UI looks and functions in a dated manner it will impact negatively on the students buy in.	Demonstration	K

¹ User Interface (UI) refers to the look-and-feel of the menus or functionalities of a software application. It's the visual part of the e-learning course that learners interact with. Colour scheme, navigation and buttons are all part of courseware UI.

SR #	Requirement	Measure of Effectiveness		Justification	Validation	Priority
		Threshold	Objective			
10	The system shall be intuitive and simple for the student or SME to operate, for example when reaching the end of a section or paragraph it should be explicitly obvious what to do next.	Output can be operated without help or guidance.	Output can be operated without help or guidance.	Maintains engagement in the learning.	Demonstration	1
11	The system shall have a quick response; when an action is selected transitions should be visually smooth.	No functional delays greater than one second.	As near to instantaneous as possible.	Keeps the student engaged, reduce frustration and speed up learning.	Measurement	1
12	Image, Audio and Video files should be suitably sized for multiple UADs (where possible) and appropriately compressed; acceptable file types are .jpeg, .png, .MP4 ² and .MP3 ³ .	File size acceptable for prescribed UAD and compressed in correct format.	File size acceptable for multiple UADs and compressed in correct format.	To allow maximum re use within the MOD on various UADs.	Measurement	M
13	The system shall only use video sequences when a 2D or 3D animation cannot meet the TO's and EO's and it is deemed fundamental to the learning delivery.	Video only used if absolutely necessary.	Video only used if absolutely necessary.	Animations and models are malleable and adaptable to re-use, however a video is constrained and presents less VfM.	Demonstration	2

² Video file type compatibility details can be found at https://en.wikipedia.org/wiki/HTML5_video#browser_support however this provided as guidance only and Contractor must verify the requirements prior to task committal.

³ Audio file type compatibility details can be found at https://en.wikipedia.org/wiki/HTML5_Audio however this is provided as guidance only and Contractors should verify requirements prior to task committal.

SR #	Requirement	Measure of Effectiveness		Justification	Validation	Priority
		Threshold	Objective			
14	Audio shall be used as a cue to emphasise and support other presentation methods and shall not be used as a primary means of presentation. Audio shall not simply be a representation of any text displayed on screen. Audio shall only be used if it actually benefits the learning. However if text to speech capability is required for those trainees who learn audibly this shall be defined in the requirement.	No audio necessary to deliver learning module.	Audio used sparingly to assist the student with the module when absolutely necessary.	To reduce expenditure on unnecessary voice overs.	Inspection	1
15	If audio is used to indicate an error it shall be inoffensive and subdued. Audio shall not have any noticeable distortion and be of a good commercial quality. The system shall have a facility for controlling volume levels.	Volume control set so maximum setting does not exceed health and safety guidelines.	N/A	To reduce negative impact on students engagement with the learning.	Demonstration	1
16	The system shall use recognised standard circuit symbols and abbreviations in all text, diagrams and animations. If not known, these shall be confirmed with the SME at the design stage.	Agreed with the SME/User.	N/A	So the student experiences consistency with all learning modules.	Demonstration	1
17	When delivery of output is directly onto the DLE or VLE the Contractor shall follow the latest DLE style guide for standardisation (or where applicable; VLE style guide).	Legislative	Legislative	To meet the criteria for delivery of output onto the DLE. DLE Style Guide V1.0 April 2016. DCTT ICS Standards.	Analysis	M

SR #	Requirement	Measure of Effectiveness		Justification	Validation	Priority
		Threshold	Objective			
18	All output shall be presented using the MOD colour palette which defines colours for headers, titles, text boxes etc.	Full use of the MOD colour palette for presentation of output.	Full use of the MOD colour palette for presentation of output.	The Ministry of Defence Identity – September 2014	Inspection	M
19	Output onto an establishment's own VLE shall follow their relevant VLE policy – if not held shall be advised by the establishment requiring the output.	Legislative	Legislative	DCTT VLE Policy (latest) DSEME VLE Strategy (Latest)		
20	All output must meet the constraints detailed at paragraph 14 of this document titled 'Constraints'.	Legislative – guidance must be met.	Legislative – guidance must be met.	Legislative	Inspection	M
21	All output must meet the DTELC TEL eLearning Standards Profile.	Legislative – guidance must be met.	Legislative – guidance must be met.	DTELC E-Learning Standards Profile – V2.0 Issued 15 Oct 2015	Inspection	M
22	Presentation should be consistent across all output produced. This includes but is not limited to colours, fonts, font sizes, object placement and functionality.	Every piece of output provided by the Contractor uses a similar presentation standard.	Every piece of output provided by the Contractor uses a similar presentation standard.	So Users can expect a common theme through each piece. – Enables quick utilisation and familiarity.	Inspection	1
23	The contractor shall be able to offer an online method for review stages throughout output development so the user/SME can review the progress on line without the need for a site visit or CD delivery.	User/SME can access a secure area on line, provided by contractor to view output development.	User/SME can access a secure area on line, provided by contractor to view output development and provide feedback.	To enable a quick and streamlined development of products.	Demonstration	1

SR #	Requirement	Measure of Effectiveness		Justification	Validation	Priority
		Threshold	Objective			
24	If requested, the system shall be delivered to the User and FsAST PM on CD/DVD format. A style guide for the layout and content of the packaging is at Annex A.	Prerequisite – no minimum.	Prerequisite – no maximum.	To enable easy sharing of the software and ability to retain a hard copy.	Demonstration	K
25	CDs shall be produced in line with guidance at Annex A of this document.	Legislative	Legislative	Legislative	Inspection	M
26	Any system, or content, that contains ITAR should be duly noted on the media, media storage (CD) and the VLE course content by the Contractor.	Prerequisite – no threshold	Prerequisite – no objective.	To enable tracking and monitoring of ITAR products.	Inspection	1
27	No Contractor's logo or form of identification shall be evident on any output.	Prerequisite – no threshold	Prerequisite – no objective.	Full IPR to be held by the MOD.	Inspection	1
28	The system file structure is simple and logical so that all content including individual assets can be located. If applicable, a launch icon to start the system should also be available.	SME can access the folder and clearly identify and pick out individual assets to re-use in other applications	SME can access the folder and clearly identify and pick out individual assets to re-use in other applications	The assets within the output can then be easily identified and copied for re use in other applications.	Demonstration	1
29	There shall be an acceptance test on delivery of the product; at an agreed time with the SME; amendments identified by the SME, within the SOR, shall be addressed within the quote.	SAT to confirm output meets the SOR.	N/A	Enables User to request amendments identified within the SAT for completion within the firm price quote from the Contractor.	Demonstration	K
30	The system and its underlying source components shall be developed in such a manner that in any constituent form they can be reused by the authority or User. - The MOD is to have full Intellectual Property Rights (IPR) for all content produced.	Legislative – guidance must be met.	Legislative – guidance must be met.	Legislative	Inspection	M

SR #	Requirement	Measure of Effectiveness		Justification	Validation	Priority
		Threshold	Objective			
31	Where possible the system shall provide the capability for the SME to replace/alter, without Contractor involvement, the text or graphical content within the output.	Legislative – guidance must be met.	Legislative – guidance must be met.	Legislative	Demonstration	M
32	If delivery method is on CD the system shall be capable to upload onto and launch from the Users chosen VLE without further requirement of the CD. (MOODLE 2.6 or above).	Output can be uploaded and opened from Users relevant VLE.	Output can be uploaded and opened from Users relevant VLE.	To achieve VfM – maximise reuse possibilities and allow remote learning.	Demonstration	K
33	All system output shall be created for a combination of both graceful degradation ⁴ and progressive enhancement ⁵ – to ensure delivery across different platforms.	Legislative – guidance must be met.	Legislative – guidance must be met.	As per the DTELC eLearning Standards Profile – V2.0 Issued 15 Oct 2015.	Demonstration	M
34	With every Firm price Quote for tasks the contractor shall provide estimated delivery dates and a MS Project Plan.	Items requested are provided	Items requested are provided	To enable the Authority to monitor and schedule	Demonstration	1
35	The system shall meet the standards of ISO 9001:2015	Legislative	Legislative	ISO 9001:2015	Demonstration	M
36	The contractor shall provide a service (when required) to rework existing eLearning products (owned by the MOD) to the standards prescribed in this SRD (most of which have been produced in Flash).	Existing output reworked into the current standard defined by the SRD	Existing output reworked into the current standard defined by the SRD	Enable re use of existing MOD owned courseware	Demonstration	1
37	The contractor shall hold a Cyber Essentials Scheme certification or hold a verifiable alternative.	Legislative	Legislative	Legislative	Demonstration	M

⁴ The practice of building an application for browsers ensuring it remains functional in old browsers.

⁵ The practice of building an application for a base level of user experience but adding functional enhancements when a browser supports it.

PART 4 – CONTEXTUAL DOCUMENTS

The latest versions of these documents shall be provided by Authority and User to the Contractor once the contract has been awarded. Current versions as of 22 Sep 2016 as follows;

1	The Defence Technology Enhanced Learning Centre (DTELC): Technology Enhanced Learning (TEL) eLearning Standards Profile (eLSP) – V.20 15 Oct 2015
2	The Ministry of Defence Identity: Creating a Cohesive Brand – September 2014
3	Defence Learning Environment (DLE) Style Guide – V1.0 Apr 2016
4	DSEME Strategy Directive – Version 2 Issued 8 Sep 2016
5	DCTT VLE Policy Version 1.2 Issued 21 Mar 2016

Other establishments are likely to have their own VLE Policy and these shall be supplied by the User to the FsAST PM and Contractor.

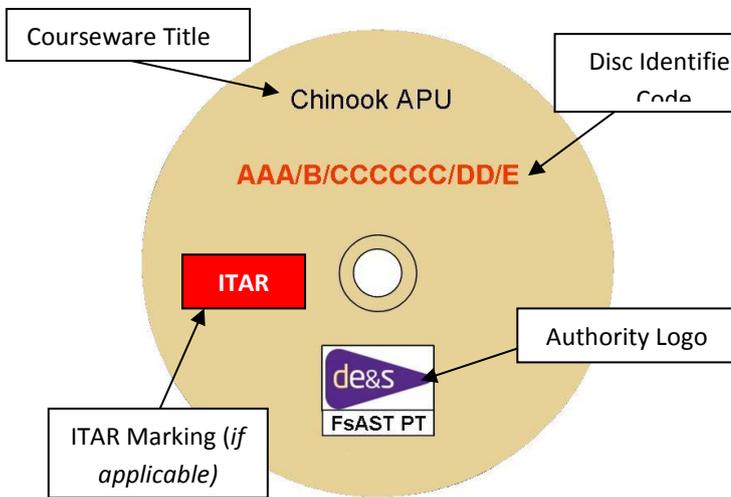
GLOSSARY

CAI	Computer Aided Instruction
CBT	Computer Based Training
CDR	Critical Design Review
COTS	Commercial Off The Shelf
DEFCON	Defence Conditions
DEFSTAN	Defence Standard
FY	Financial Year
FsAST PT	Flight Simulation And Synthetic Trainers Project Team
H&S	Health and Safety
HTML	Hyper Text Mark-up Language
ISD	In Service Date
ITT	Invitation To Tender
LAN	Local Area Network
MOODLE	Modular Object-Orientated Dynamic Learning Environment
PDR	Preliminary Design Review
POEMS	Project Orientated Environmental Management System
POSMS	Project Orientated Safety Management System
SAT	Site Acceptance Test
SCR	Safety Case Report
SHEF	Safety, Health, Environment and Fire
SOR	Statement of Requirement
TEL	Technology Enhanced Learning
UAD	User Access Device
VLE	Virtual Learning Environment

ANNEX A - CD DELIVERY STYLE EXAMPLE

No Contractor’s logo or any form of identification shall be evident on the courseware, CD/DVD or Jewel case insert. The following statement shall appear on the Jewel case insert; “Reproduction or distribution of this CD in whole or in part and its provision to Non-MoD personnel is Strictly Prohibited without first contacting FsAST IPT – DEFCON 91 applies.”

The CD/DVD label for Courseware shall be coloured Buff and include the information detailed in Figure 1 and Table 1 below.



LETTER	DETAIL
AAA	FsAST Project number (e.g. 123)
B	Value = 00 (Official)
CCCCC	Contractors Unique Serial Number (USN) – up to 6 characters, no specific format, but unique to each disk. NOTE: The Contractor shall be responsible for maintaining a log of their USN’s issued.
DDDD	Month & Year of supply (e.g. 0310)
E	Value = 0 (special marking none)

Figure 1 – Format for CD/DVD Label Code

Table 1 – Disc Identifier

CD CASE

The Jewel Case Inserts shall follow the guidelines detailed in Figures 2 – 3 below:

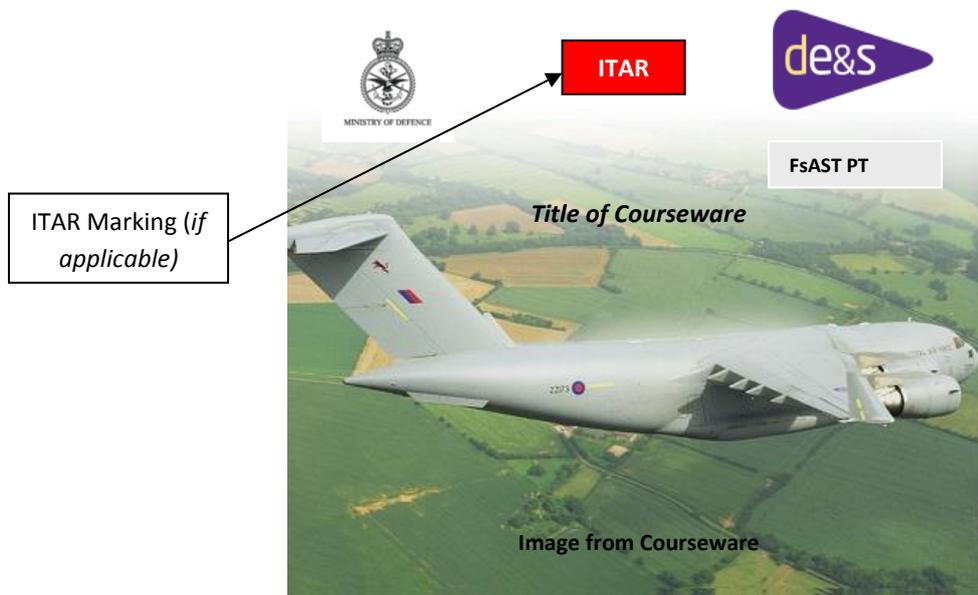
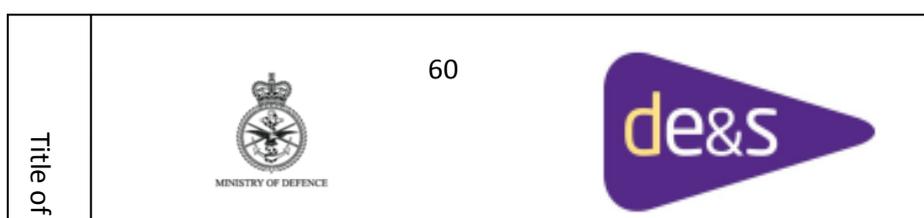


Figure 2 – Jewel Case Front Sleeve



ANNEX B – TASKING PROCESS

DESIGN

01	The SME shall send their fully completed SOR to the FsAST PM. The SOR shall identify the scope and boundary of the requirement. (FsAST PM will provide SOR template)
02	The FsAST PM shall review the SOR and if accepted contact the Contractor to provide details of the requirement and request their action.
03	The Contractor shall send a tasking form to the FsAST PM for designing the output and providing the completed design document. This shall include, if required; the costs for 1 visit to the SME site to collect any relevant data. (Cost of design document shall be a flat rate agreed in contract).
04	The tasking form shall include (but not limited to); a task reference number, SoR reference number, task description, SME name and number, firm price quotation, completion date, quotation validity date, signature and date from Contractor.
05	The FsAST PM, if in agreement with the quote, shall authorise the Contractor to begin work on the design via placement of task on CP&F (Contracting, Purchasing and Finance System). No work is to commence without prior approval from FsAST Commercial.
06	In producing the design document, the Contractor shall be responsible for liaising with the SME to fully capture their requirements for the output and obtaining all relevant data required (which may include photos, instructor notes, air publication references etc).
07	On completion of the design document the Contractor shall contact the SME to agree a suitable date for delivery of the draft document for SME critical design review (CDR). The Contractor shall not deliver the product without agreement from the SME as to a suitable date (to ensure SME is available to review product within the given time frame).
08	On receiving the design document the SME shall have 10 working days to review it - any amendments required by the SME or FsAST PM shall be communicated to the Contractor within the 10 working days window.
09	Amendments to the design shall be worked by the Contractor within the original firm price quote. If no amendments to be made the SME shall notify the FsAST PM and Contractor.
10	The Contractor shall issue the finalised copy of the design document which the SME and FsAST PM can accept using an acceptance certificate (supplied by contractor).

MANUFACTURE

11	Following SME and FsAST acceptance of the design document, the Contractor shall provide a tasking form with a firm price quote for the complete manufacture and delivery of the designed product.
12	The tasking form shall include (but not limited to); a task reference number, SoR reference number, task description, SME name and number, firm price quotation, statement of works, T&S, completion date, quotation validity date, signature and date from Contractor.
13	The quote shall be accompanied by a Project schedule detailing key milestones.
14	The FsAST PM shall authorise the Contractor to commence manufacturing of the output. No work is to start without prior authorisation from FsAST Commercial.
15	On completion of the output the Contractor shall contact the SME to agree a suitable date for delivery of the product. The Contractor shall not deliver the product without agreement from the SME as to a suitable date (to ensure SME is available to review product within the given time frame).
16	On delivery of the product the SME shall have 20 working days to conduct a Site Acceptance Test (SAT). Any amendments required by the SME or FsAST PM shall be communicated to the Contractor within the 20 working days window.

17	Any necessary works identified in the SAT, which complies with the original SoR, shall be completed by the Contractor within the firm price quote.
18	Amendments identified after the 20 working days shall be considered new work and the SME shall submit a new SoR.

Schedule 6 - Contractor's Commercially Sensitive Information Form

(i.a.w Condition A14)

Contract No:
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: email Address:

Schedule 7 - FsAST PT e-Learning Tasking Form – PART I

TASK DETAILS, COST INFORMATION AND CONTRACTOR APPROVAL SHEET

<i>Name and address of contractor</i>	Tasks No: XX/YYY/XX <i>XX = Year, eg 16</i> <i>YYY = Project number eg 002</i> <i>ZZ = Task number eg 04</i>	Contract No: <hr/> Issue No: <hr/> Date:	
Project Title:	Original SOR No:		
	Original HLDD: (if applicable)		
Task Title:			
The task proposes to carry out the following;			
Deliverables: Cost to include:-			
Task Price Offer (VAT exclusive) – The above task is hereby offered to the Authority in accordance with the Terms and Conditions of the above mentioned Contract at the following Firm Price. A detailed breakdown must be attached.			
Description	Price (ex VAT)	VAT	Total
Design Document			
Labour			
T&S			
Total Firm Price			
Validity of the quote:			
Completion Date:			
Name:	Contractor Signature:	Appointment:	Date:
Name:	FsAST PM Signature:	Appointment:	Date:
<i>Authorisation – the contractor is authorised to carry out the work detailed above in accordance with the terms and conditions of the Contract only when this form has been authorised by a FsAST Commercial Officer</i>			
Name:	Authority's Signature:	Appointment:	Date:

TASK DETAILS, COST INFORMATION AND CONTRACTOR APPROVAL SHEET

LABOUR			
FIRM PRICE QUOTATION – The above task is hereby offered to the authority in accordance with the Terms & Conditions of the above mentioned Contract and based on the following breakdown of labour charges to deliver the task (ex VAT);			
Description:	Price (£)	Quantity (Hrs)	Total (£)
Sub Total			

T&S			
FIRM PRICE QUOTATION – The above task is hereby offered to the authority in accordance with the Terms & Conditions of the above mentioned Contract and based on the following breakdown of T&S charges to deliver the task (ex VAT);			
Description:	Price (£)	Quantity	Total (£)
Car Allowance			
Mileage			
Man Hour Costs/Hours req. for travel			
Overnight Subsistence			
Daily Subsistence			
Sub Total			
<i>Details of visit;</i>			
Number of staff on visit:			
Length of visit (inc travel days):			
Number of overnights:			

Schedule 9 – Travel and Subsistence Firm Rates 17/18

TRAVEL & SUBSISTENCE FIRM RATES - YEAR 1 17/18																	
SITE	MILEAGE EACH WAY	TOTAL MILEAGE PER VISIT	RATE OF FUEL PER MILE	TOTAL COST OF FUEL	CAR HIRE COSTS	MANHOURS RQD FOR TRAVEL	MANHOUR COST PER HR	TOTAL MANHOURS COST	MORN BREAK	LUNCH BREAK	AFTERNOON BREAK	EVENING MEAL	SUBS	HOTEL COST	B/FAST	TOTAL COST PER UNIT	TOTAL COST INC MANHOUR
Boulmer																	
Spadeadam																	
Leeming																	
Waddington																	
Cranwell																	
Marham																	
Lyneham																	
Sultan																	
Blandford																	
Culdrose																	
Yeovilton																	
Odiham																	
Brize Norton																	
Shawbury																	
Cosford																	
Stafford																	

Schedule 9 – Travel and Subsistence Firm Rates 18/19

TRAVEL & SUBSISTENCE FIRM RATES - YEAR 2 18/19																	
SITE	MILEAGE EACH WAY	TOTAL MILEAGE PER VISIT	RATE OF FUEL PER MILE	TOTAL COST OF FUEL	CAR HIRE COSTS	MANHOURS RQD FOR TRAVEL	MANHOUR COST PER HR	TOTAL MANHOURS COST	MORN BREAK	LUNCH BREAK	AFTERNOON BREAK	EVENING MEAL	SUBS	HOTEL COST	B/FAST	TOTAL COST PER UNIT	TOTAL COST INC MANHOUR
Boulmer																	
Spadeadam																	
Leeming																	
Waddington																	
Cranwell																	
Marham																	
Lyneham																	
Sultan																	
Blandford																	
Culdrose																	
Yeovilton																	
Odiham																	
Brize Norton																	
Shawbury																	
Cosford																	
Stafford																	

Schedule 9 – Travel and Subsistence Firm Rates 19/20

TRAVEL & SUBSISTENCE FIRM RATES - YEAR 3 19/20																	
SITE	MILEAGE EACH WAY	TOTAL MILEAGE PER VISIT	RATE OF FUEL PER MILE	TOTAL COST OF FUEL	CAR HIRE COSTS	MANHOURS RQD FOR TRAVEL	MANHOUR COST PER HR	TOTAL MANHOURS COST	MORN BREAK	LUNCH BREAK	AFTERNOON BREAK	EVENING MEAL	SUBS	HOTEL COST	B/FAST	TOTAL COST PER UNIT	TOTAL COST INC MANHOUR
Boulmer																	
Spadeadam																	
Leeming																	
Waddington																	
Cranwell																	
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Sultan																	
Blandford																	
Culdrose																	
Yeovilton																	
Odiham																	
Brize Norton																	
Shawbury																	
Cosford																	
Stafford																	

Schedule 9 – Travel and Subsistence Firm Rates 20/21

TRAVEL & SUBSISTENCE FIRM RATES – OPTION YEAR 4 20/21																	
SITE	MILEAGE EACH WAY	TOTAL MILEAGE PER VISIT	RATE OF FUEL PER MILE	TOTAL COST OF FUEL	CAR HIRE COSTS	MANHOURS RQD FOR TRAVEL	MANHOUR COST PER HR	TOTAL MANHOURS COST	MORN BREAK	LUNCH BREAK	AFTERNOON BREAK	EVENING MEAL	SUBS	HOTEL COST	B/FAST	TOTAL COST PER UNIT	TOTAL COST INC MANHOUR
Boulmer																	
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Blandford																	
Culdrose																	
Yeovilton																	
Odiham																	
Brize Norton																	
Shawbury																	
Cosford																	
Stafford																	

Schedule 9 – Travel and Subsistence Firm Rates 21/22

TRAVEL & SUBSISTENCE FIRM RATES - YEAR 5 21/22																	
SITE	MILEAGE EACH WAY	TOTAL MILEAGE PER VISIT	RATE OF FUEL PER MILE	TOTAL COST OF FUEL	CAR HIRE COSTS	MANHOURS RQD FOR TRAVEL	MANHOUR COST PER HR	TOTAL MANHOURS COST	MORN BREAK	LUNCH BREAK	AFTERNOON BREAK	EVENING MEAL	SUBS	HOTEL COST	B/FAST	TOTAL COST PER UNIT	TOTAL COST INC MANHOUR
Boulmer																	
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Blandford																	
Culdrose																	
Yeovilton																	
Odiham																	
Brize Norton																	
Shawbury																	
Cosford																	
Stafford																	

Schedule 9 – Travel and Subsistence Firm Rates 22/23

TRAVEL & SUBSISTENCE FIRM RATES - YEAR 6 22/23																	
SITE	MILEAGE EACH WAY	TOTAL MILEAGE PER VISIT	RATE OF FUEL PER MILE	TOTAL COST OF FUEL	CAR HIRE COSTS	MANHOURS RQD FOR TRAVEL	MANHOUR COST PER HR	TOTAL MANHOURS COST	MORN BREAK	LUNCH BREAK	AFTERNOON BREAK	EVENING MEAL	SUBS	HOTEL COST	B/FAST	TOTAL COST PER UNIT	TOTAL COST INC MANHOUR
Boulmer																	
Spadeadam																	
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Odiham																	
Brize Norton																	
Shawbury																	
Cosford																	
Stafford																	