

DEFENCE EQUIPMENT SALES AUTHORITY

Contract No: 708580450

For:

Promotional Videos for DSEI Conference 2023

Between the Secretary of State for Defence of

the United Kingdom of Great Britain and

Northern Ireland

Team Name and address:

Defence Equipment Sales Authority

C16 C Site Ploughley Road Arncott

Bicester OX25 2LD

E-mail Address: REDACTED

Telephone Number: REDACTED

And

Contractor Name and address:

BFBS

Chalfont Grove Narcot Lane Chalfont St. Peter Buckinghamshire

SL9 8TN

E-mail Address: REDACTED

Telephone Number: REDACTED

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Schedule 1 - Standardised Contracting Terms

SC1A

(Edn 10/22)

1 Definitions - In the Contract:

Article means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c:

Contractor means the person, firm or company specified as such in the purchase order. 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;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority:

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Mixture means a mixture or solution composed of two or more substances:

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly; **PPT** means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedule 9-15 of the

Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Sensitive Information means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition:

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. 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 16 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 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
 - (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 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 the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, 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 the recipient's Business Day and

otherwise on the first Business Day of the recipient immediately 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.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
- (1) DEFCON 15 including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 including copyright material supplied under clause 5;
- (3) DEFCON 91 limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
 - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For substances. Mixtures or Articles that meet the criteria list in clause 9.b above:
 - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
 - (2 if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
 - (1) activity; and

- (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

- (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for:
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are

suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority 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 this Contract.
- f. 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 other Government Department.

16 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 16.a the dispute shall be referred to arbitration and 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 it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for 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:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (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;
 - (2) commits or has committed any prohibited act or any 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 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 terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. 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.
- c. Where the Contract has been terminated under Clause 17.a.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.

18 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

19 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

20 Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract):
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or

pensions to the extent expressly provided for under this Contract;

- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

Schedule 2 - Purchase Order

PURCHASE ORDER

SC1A PO (Edn04/23)

Contract No: 708580450

Contract Name: Promotional Videos for DSEI Conference 2023

Dated: 25th July 2023

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

Contractor	Quality Assurance Requirement (Clause 8)
Name:	NOT USED
BFBS Chalfont Grove Narcot Lane Chalfont St. Peter Buckinghamshire SL9 8TN	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name:	No special instructions. The Contractor is required to align with the timeline stated in the Schedule of Requirements of this Purchase Order.
Address:	
[]	

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
The Contractor shall be required to attend meetings as requested by the Purchaser in line with the timeline stated in the Schedule of Requirements of this Purchase Order.	The Contractor is required to submit necessary reports in accordance with the timeline stated in the Schedule of Requirements of this Purchase Order.

Payment (Clause 15)	
Payment is to be enabled by CP&F.	

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
Forms can be obtained from the following websites:	NOT USED
https://www.kid.mod.uk/maincontent/business/commercial/index.htm (Registration is required).	
https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing	
https://www.dstan.mod.uk/ (Registration is required).	
The MOD Forms and Documentation referred to in the Conditions are available free of charge from:	
Ministry of Defence, Forms and Pubs Commodity Management	
PO Box 2, Building C16, C Site	
Lower Arncott	
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)	
Applications via email:	
Leidos-FormsPublications@teamleidos.mod.uk	
If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.	

Contractor's Sensitive Information (Clause 5). Not to be published.

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Description of Contractor's Sensitive Information:

Pricing – our pricing is not to be released or published.

Cross reference to location of Sensitive Information:

BFBS Proposal - Scope of work and fees

Explanation of Sensitivity: Our pricing structure

Details of potential harm resulting from disclosure: This would cause us commercial damage and give our competitors an unfair advantage as they would know our pricing

Period of Confidence (if Applicable): Indefinite

Contact Details for Transparency / Freedom of Information matters:

REDACTED

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for [] days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).

B) Acceptance

Name (Block Capitals): REDACTED

Name (Block Capitals): REDACTED

Position: REDACTED

Position: REDACTED

For and on behalf of the Contractor

For and on behalf of the Authority

Authorised Signatory REDACTED

Authorised Signatory REDACTED

Date: 19th July 2023

Date: 25th July 2023

C) Effective Date of Contract: 25th July 2023

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF PROMOTIONAL VIDEOS FOR DSEI CONFERENCE 2023

Contents

Section 1: Scope of Requirement

Section 2: Requirement for the Contractor to create two high-end promotional videos

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Section 4: Cost

1 SCOPE OF REQUIREMENT

- 1.1 This Schedule of Requirements (SOR) is for the creation of two high-end promotional videos to be used by the Defence Equipment Sales Authority (DESA), also referred to as the Purchaser within this document, at the upcoming Defence and Security Equipment International (DSEI) conference taking place in September 2023.
- 1.2 For the duration of the Contract, the Contractor shall be expected to be able to demonstrate at any time that a fully operative supply chain is in place which can meet the requirements of the Contract, and that all essential licences and permits are held.

2. REQUIREMENT FOR THE CONTRACTOR TO CREATE TWO HIGH-END PROMOTIONAL VIDEOS

2.1 The Purchaser hereby requests the Contractor to create two high-end promotional videos to be used by the Purchaser at the upcoming Defence and Security Equipment International (DSEI) conference taking place in September 2023, as follows:

2.1.1 Video 1 - Naval Ships Promotional Video

The Purchaser requests a video of maximum 3 minutes in length to include the following Naval vessels with statistics and points for each ship as follows. For avoidance of doubt, the suggested content provided below in blue can be discussed with the Contractor to ensure this is acceptable.

Offshore Patrol Vessel (OPV) – HMS Tyne, Severn & Mersey

Royal Navy Offshore Patrol Vessels protect the UK's interests at home and abroad, safeguarding territorial waters, protecting fishing stocks, performing constabulary duties, and acting as the eyes, ears and representatives of the Royal Navy and UK wherever they patrol. All three 90m ships were commissioned into service in 2003 and have a complement of 45 personnel and up to 50 marines, with a top speed of 24 knots.

HUNT Class vessels – HMS' Middleton, Hurworth, Cattistock, Ledbury, Brocklesby

The six 60m Hunt Class Mine Counter Measure Vessels specialise in active mine hunting. They use the 2193 hull mounted Thales high-definition sonar to search the world's seabed for mines and lost explosives which are then destroyed by the ship's clearance diving teams or SeaFox Mine Disposal system. Constructed entirely from glass reinforced plastic each vessel has a complement of 45 personnel and has successfully operated across the world.

• Possibly the last Sandown class vessels – HMS' PENZANCE and BANGOR
Sandown Mine Counter Measure Vessels are constructed entirely from glass
reinforced plastic and conduct route survey mine identification and classification, mine
disposal, reconnaissance and surveillance operations supported by the variable depth
2093 Wide Band Thales sonar and the Atlas SeaFox mine identification and
destruction system operating with a complement of 39 personnel.

HMS Enterprise

HMS Enterprise is an 90m long Echo-class multi-role Hydrographic Oceanographic Survey Vessel. Multi-talented and adaptable, the vessel is equally at home mapping and surveying the ocean floor as it is acting as a floating base for the Royal Navy's

minehunters. Previously, HSM Enterprise been involved in a diverse span of activities, from detecting mines in the Arabian Gulf to saving lives to disrupting the work of human traffickers as part of a European task group Operation Sophia. HMS Enterprise has surveyed hundreds of thousands of square miles of ocean floor, acted as the Falkland Island's Patrol Vessel, and most recently acted as the flagship to Standing NATO Mine Counter-Measures Group 2. The vessel has the ability to house up to 3 x ISO storage containers on deck (FWD or AFT) and a complement of 50 personnel with accommodation for 81.

2.1.2 Video 2 - Who DESA are and what we do

Maximum 90 seconds in length video to include the following:

DESA: Key Message

DESA is part of Defence Equipment and Support, within the UK Ministry of Defence (MOD), and is the organisation with sole authority and responsibility for overseeing the sale of surplus UK Armed Forces military equipment. Buying from DESA provides customers with the most cost and time effective alternative to purchasing brand new military equipment. DESA can support government to government sales in a number of ways including the supply of equipment, and collaboration within the UK MOD, across other UK government departments (OGDs) and through existing relationships within the UK industry

- The majority of surplus items and equipment declared surplus are sold through DESA's specialist contractors. The range of items sold is vast and includes items such as:
 - miscellaneous items
 - clothing
 - military and domestic vehicles
 - aircraft spares
 - naval and marine equipment
 - medical equipment
 - equipment from the clearance of British military camps
 - DESA innovation journey in areas such as gold recycling, and other good news stories including the recycling of equipment which has processed over 27,000 tonnes of surplus materiel.
 - DE&S is an ISO9001 accredited organisation which DESA are part of.
- 2.2 The Contractor shall use its professional judgement to ensure the videos are of high quality, catching the eye of a wide ranging audience at the DESI conference. As a point of reference for quality and subtitles, the Contractor can draw from recently produced videos including, but not limited to, that of the C130j.
- 3. TIME SCALES REDACTED
- 4. COSTS REDACTED

Schedule 3 - The project specific DEFCONs and SC variants that apply to this Contract

DEFCON 503 (SC1)

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments to the Contract

DEFCON 531 (SC1)

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 534

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

DEFCON 537

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

DEFCON 538

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566

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

DEFCON 113

DEFCON 113 (Edn 02/17) - Diversion Orders

DEFCON 127

DEFCON 127 (Edn 08/21) - Price Fixing Condition for Contracts of Lesser Value

DEFCON 532B

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

DEFCON 601 (SC)

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

DEFCON 602A

DEFCON 602A (Edn 04/23) - Quality Assurance (With Deliverable Quality Plan)

DEFCON 602B

DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 609 (SC1)

DEFCON 609 (SC1) (Edn. 07/21) - Contractor's Records

DEFCON 624 (SC1)

DEFCON 624 (SC1) (Edn. 08/22) - Use Of Asbestos

DEFCON 627

DEFCON 627 (Edn 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 658 (SC1)

DEFCON 658 (SC1) (Edn. 10/22) - Cyber

DEFFORM 532 Personal Data Particulars

DEFFORM 532

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	The Data Controller is the Secretary of State for	
Data Controller	Defence (the Authority).	
	The Personal Data will be provided by:	
	REDACTED	
Data Processor	The Data Processor is the Contractor.	
	The Personal Data will be processed at:	
	REDACTED	
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:	
	MOD Staff	
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data:	
	Staff names, work address and contact details	
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: NOT APPLICABLE	
Subject matter of the processing	The processing activities to be performed under the contract are as follows:	
	Provision of sufficient information to support Management Information Governance Assurance and Data Analysis	
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows:	
	As an XL Spreadsheet to be loaded onto the MOD E-Dart* System which is password protected with registered users that have individual log-ins.	
	*E-Dart is an internal secure network.	

Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: Any internal piece of software or documentation containing personal data should be for dissemination between only the Contractor and the Authority. To assist with higher level security, the software/document is to be password protected. This will be discussed between the Contractor and the Authority.
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): [please specify]
	Data will be retained for a maximum of six years from the end of the contract and will be reviewed periodically. Information retained on paper will be shredded and electronic data will be deleted.
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

DEFCON 658 - Cyber Risk Profile - LowNote: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.

DEFCON 524A (SC1)

DEFCON 524A (SC1) (Edn. 12/22) - Counterfeit Materiel

Schedule 4 - General Conditions

Third Party IPR Authorisation

AUTHORISATIONBY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

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

Intellectual Property Rights

DEFCON 703

DEFCON 703 (Edn 06/21) - Intellectual Property Rights - Vesting in The Authority

- 1. All intellectual property rights of any nature in the results generated in the performance of work under the Contract and recorded in any written or other tangible form (the 'Results'), including rights in inventions, designs, computer software, databases, copyright works and information shall vest in and be the property of the Authority. The Contractor shall take all necessary measures to secure that vesting. On request, the Contractor shall demonstrate to the Authority's satisfaction that, where they have sub-contracted work under the Contract, they have secured that vesting in the work performed by their sub-contractors.
- 2. The Authority may use, have used, copy and disclose the Results by itself or through third parties for any purpose whatsoever subject to the Contractor's patents and design rights (registered or unregistered) and to the rights of third parties not employed in the performance of work under the Contract.
- 3. The Authority shall determine whether any of the Results should be protected by patent or other protection. The costs of patent or like protection shall be borne by the Authority. The Contractor shall assist the Authority in filing and executing documents necessary to secure that protection. The Contractor shall use all commercially reasonable endeavours to secure similar assistance from subcontractors as appropriate. The costs of such patent or other protection shall be borne by the Authority.
- 4. The Contractor shall mark any copyright work comprising Results with the legend: '© Crown-owned copyright [insert the year of generation of the work]'.
- 5. Apart from intellectual property rights vested in the Authority by virtue of Clause 1, ownership of, or rights in, all other intellectual property are not transferred to the Authority by this Condition.
- 6. Unless otherwise agreed with the Authority, the Contractor shall retain a copy of the Results together with records of all work done for the purposes of the Contract for six years after the completion of the Contract.
- 7. The Authority shall have the right to require the Contractor to furnish to the Authority copies of any and all of the Results and such records for so long as they are retained by the Contractor. A reasonable charge for this service based on the cost of providing it will be borne

by the Authority unless already included in the price of the Contract.

- 8. The Contractor shall treat the Results as if received in confidence from the Authority and:
- a. shall not copy, use or disclose to a third party any of the Results without the prior written consent of the Authority, except that the Contractor may without prior consent, copy and use the Results, and disclose the Results in confidence to their officers, employees and subcontractors, to such extent as may be necessary for the performance of the Contract or any sub-contract under it or in the exercise of any right granted pursuant to Clause 12 of this Condition; and
- b. shall take all reasonable precautions necessary to ensure that the Results are treated in confidence by those of their officers, employees and sub-contractors who receive them and are not further disclosed or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.
- 9. The Contractor shall ensure that their employees are aware of their arrangements for discharging the obligations at Clause 8 and take such steps as may be reasonably practical to enforce such arrangements.
- 10. The confidentiality provisions of Clause 8 shall not apply to the Results or any part thereof to the extent that the Contractor can show that they were or have become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the parties.
- 11. The Contractor shall not be in breach of the confidentiality obligations contained in this Condition where it can show that any disclosure of the Results was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Contractor shall ensure that the recipient of the Results is made aware of and asked to respect its confidentiality and, wherever possible and permitted by law, shall notify the Authority as soon as practicable after becoming aware that such disclosure is required. Such disclosure shall in no way diminish the obligations of the Contractor under this Condition.
- 12. The Contractor shall be entitled to request consent from the Authority to re-use (under licence or otherwise) the Results and intellectual property rights vested in the Authority by virtue of Clause 1 for other purposes including, but not limited to, tendering for other work for the Authority or work for another UK Government department. Such consent shall be properly considered by the Authority taking into account matters such as national security and the rights of third parties.

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

- 1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
- a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or
- b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

- (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
- (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
- 2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
- 3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
- 4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

Schedule 5 - Additional Definitions of Contract

DESA - Defence Equipment Sales Authority;

DE&S - Defence Equipment & Support;

SOR - Schedule of Requirement;

DSEI - Defence and Security Equipment International Conference 2023;

OGD - Other Government Departments;

The Purchaser means Defence Equipment Sales Authority (also referred to as the Authority);

The Contractor means BFBS;

Schedule 6 - Notification of IPR Restrictions (iaw Clause 7)

DEFFORM 711

DEFFORM 711 (Edn 11/22)

Ministry of Defence <u>DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR)</u> **RESTRICTIONS**

DEFFORM 711 - PART A - Notification of IPR Restrictions

1, ITT/Contrac	t Number	708580450		
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
The Contract	or has confirmed there	are no relevant IPI	R Restrictions.	

Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry. NOTE: The Authority does not accept any IPR restrictions in respect of

	the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B - NOT USED - NIL RETURN

Schedule 7 - Deliverables

The Contractor is required to adhere to the timescales set within Purchase Order (SC1A PO) Schedule of Requirements.

Schedule 8 - DEFFORM 111

DEFFORM 111

DEFFORM 111 (Edn10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: REDACTED

Address: REDACTED

Email: REDACTED

REDACTED

8. Public Accounting Authority

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

22 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

2 44 (0) 161 233 5394

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

Name: REDACTED

Address: REDACTED

Email: REDACTED

REDACTED

9. Consignment Instructions

NOT USED

3. Packaging Design Authority

NOT USED

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. <u>DSCOM</u>, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS 22 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS 會會 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS 22 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS 22 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

4. (a) Supply/Support Management Branch or **Order Manager: NOT USED**

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.ukin the first instance.

5. Drawings/Specifications are available from **NOT USED**

11. The Invoice Paying Authority

Ministry of Defence

☎ 0151-

242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-

242-2809

Liverpool, L2 3YL

Website is:

https://www.gov.uk/government/organisations/mini

stry-of-defence/about/procurement

6. Intentionally Blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative: **NOT USED**

* NOTE

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

Schedule 9 - Quality Assurance Conditions

NOT USED