



Ministry of Defence

Salvage and Marine Operations (SALMO) Team

Contract No: 707549452

For:

**In-service Support and Obsolescence Rectification of Transportable Manned
Compression Chambers (TMCC)**

Between the Secretary of State for Defence
of the United Kingdom of Great Britain and
Northern Ireland

Team Name and Address:

SALMO,
Ash2A, #2302,
DE&S Abbey Wood,
Bristol, BS34 8JH,
England

Email Address:

[REDACTED]

And

Contractor Name and Address:

JFD Limited
Enterprise Drive
Westhill
AB32 6TQ

Email Address:

[REDACTED]

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Standardised Contracting Terms

General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their 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 themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their 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 the winding-up of the company 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 they 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 the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. 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 its 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 Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. 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.

3. 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.

4. Governing Law

a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

b. Subject to clause 4.d and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

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

(1) Clause 4.a, 4.b and 4.c shall be amended to read:

“a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”

(2) Clause 40.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration 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.”

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way 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.

f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their 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 the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. 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) Conditions 1 - 44 (and 45 - 47, if included in the 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 Schedule 8 (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 5.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 5.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 40 (Dispute Resolution).

6. Formal Amendments to the Contract

a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

- (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used) and;
- (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.

b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

- (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
- (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. 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 7.

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 6 (Formal Amendments to the Contract).

8. Severability

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

(1) 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

(2) 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.

9. 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.

10. 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.

11. 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.

12. Transparency

a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.

b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance 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 and Publishable Performance 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 and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance 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 and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clause 12.e to 12.i. 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 Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive information;
- (2) taking account the Sensitive Information set out in Schedule 5, 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 the 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.

Publishable Performance Information

e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.

f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.

g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.

h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.

i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

a. Subject to clauses 13.d to 13.i and Condition 12 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 their 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 their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h 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) 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. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
 - (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) subject to clause 13.g below, 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 the Contract;
 - (5) subject to clause 13.g below, 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. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor

within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

i. 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 their 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.

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

14. 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.

15. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. 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 conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH

and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.

d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the

termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

f. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

16. Environmental Requirements

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

17. Contractor's Records

a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
- (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

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

whichever occurs latest.

18. 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 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.

19. 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 their 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.

Supply of Contractor Deliverables**20. 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; and
 - (2) discharge their 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 20.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 they become 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.

21. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 specified in Schedule 2 (Schedule of Requirements).
- 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 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. Packaging responsibilities are as follows:
- (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
 - (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
- (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
- (1) The Health and Safety At Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and
 - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
 - (2) The Air Navigation (Amendment) Order 2019.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH

Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:

(1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.

(a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES LSOC SpSvcs--SptEng-Pkg1

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk

(b) The MPAS Documentation is also available on the DStan website.

(2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).

(3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').

(4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

(5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.

(6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.

(7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.

(8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

(1) If the Contractor or their Subcontractor is the PDA they shall:

(a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.

(b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:

i. a list of all SPIS which have been prepared or revised against the Contract; and

ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).

(2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow

designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.

(3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).

(4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).

h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

(1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

(a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.

(b) Each consignment package shall be marked with details as follows:

i. name and address of consignor;

ii. name and address of consignee (as stated in the Contract or order);

iii. destination where it differs from the consignee's address, normally either:

(i). delivery destination / address; or

(ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;

iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

(i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.I.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

(a) description of the Contractor Deliverable;

(b) the full thirteen digit NATO Stock Number (NSN);

(c) the PPQ;

(d) maker's part / catalogue, serial and / or batch number, as appropriate;

(e) the Contract and order number when applicable;

(f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;

(g) shelf life of item where applicable;

(h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);

(i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and

(j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part

6). As a minimum the following information shall be marked on packages:

(1) the full 13-digit NSN;

(2) denomination of quantity (D of Q);

- (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence

Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

23. 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 Condition 17 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 23.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.

24. Supply of Data for Hazardous Materials or Substances, Mixtures and Articles in Contractor Deliverables

a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. The Contractor shall provide to the Authority:

- (1) 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);

- (2) 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
- (3) 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 Contractor, 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 24.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 clause 24.i below; 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. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. 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.
- f. 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 in Schedule 6 of:
- (1) activity; and
- (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).
- i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
- (1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH
- (2) Emails to be sent to:
DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk
- j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
- k. 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 Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (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 43.

l. 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.

25. Timber and Wood-Derived Products

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.

b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 24.a or 24.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived

Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. Each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.

c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).

d. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) NATO Stock Number (NSN) (where allocated);
- (10) identification marks, batch and serial numbers in accordance with the Specification;
- (11) quantities;
- (12) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

e. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

27. Access to Contractor's Premises

- a. 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 their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or

- (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:

- (1) notify the Contractor in writing of its suspicion and reasons therefore;
- (2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
- (3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);
- (4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
- (5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.

- d. Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a and 30.b (Rejection), and provide written notification to the Contractor of the rejection.

- e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:

- (1) retain any Counterfeit Materiel; and/or
- (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;

and such retention shall not constitute acceptance under Condition 29 (Acceptance).

- f. Where the Authority intends to exercise its rights under clause 30.e, the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange for:

- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
- (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.

- g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

- (1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
 - (2) to pass it to a relevant investigatory or regulatory authority;
 - (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall, at the discretion of the Authority, be shared with the Contractor; and/or
 - (4) to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor;
- and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).
- h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.
 - i. The Authority shall not use a retained Contract Deliverable or consignment other than as permitted in clauses 30.c – 30.k.
 - j. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
 - k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:
 - (1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or
 - (2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:
- (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - (a) the end user as: His Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - (b) the end use as: For the Purposes of HM Government; and
 - (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that Subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:
- (1) the Contractor shall, or procure that the Contractor's Subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the Contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
 - (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be

necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer or export control,

that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to clause 33.k.(1) or 33.k.(2), they shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which they become or are aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clause 33.l or 33.m of which they become aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of materiel from a Subcontractor or any of their other suppliers restrictions are notified to the Contractor by that Subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 10 days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the Contractor within 10 days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing their obligations under the Contract and

have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with clause 33.l, termination under clause 33.q will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of clause 32.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

- (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 33.s or 33.t or both; or
- (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, 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 34.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 34.a has been notified previously, the Contractor may meet their 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 Condition 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 1949;
- (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 34.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 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 34.a, 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, their 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 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.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, their 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 34.a – 34.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 34.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 their 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 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

q. 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

r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., 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 10 (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.

- s. 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 10.
- t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

Pricing and Payment**35. Contract 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 clause 35.a 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.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier onboarding) 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 36.a, 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 36.a 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 36.c 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 the 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.

37. Value Added Tax and other Taxes

- a. The Contract Price excludes any UK output Value Added Tax (VAT) chargeable on the supply of 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 their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. 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 HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the

Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of 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. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.

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 tax purposes. In that event, it is the Contractor's responsibility to ensure the Contract Price captures this tax.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar non-UK input taxes). However, these input taxes will be allowed where they were included in the Contract Price and it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 1.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (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 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f;
- (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 38.b and 38.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 38.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 38.a.(1) and 38.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 clauses 38.a.(1) and 38.a.(2).

d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:

- (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with clause 39.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b.(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 39.b.(1) to 39.b.(4).

Termination

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.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.

41. Termination for Insolvency or Corrupt Gifts**Insolvency:**

a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay their 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 their debts if:
 - (a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 41.a.(9) to 41.a.(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

- (1) offer, promise or give 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 or any other Contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any

other Contract with the Crown.

- (2) enter 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 them or on their behalf, or to their 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.
- d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:
 - (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this Condition, 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 performing, the prohibited act;
 - (2) give all 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 their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
 - (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
 - (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and

- (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
- (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (a) all such unused and undamaged materiel; and
 - (b) Contractor Deliverables in the course of manufacture,that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
- (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
 - (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c.(1);
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.
- g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. 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.
- b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:
 - (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. 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.

45 Project specific DEFCONs and DEFCON SC variants that apply to this contract:

DEFCON 5J – Unique Identifiers (Edition 18/11/16)
DEFCON 14 - Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs (Edition 11/22)
DEFCON 21 – Retention of Records (Edition 06/21)
DEFCON 76 – Contractor's Personnel at Government Establishments (Edition 11/22 SC2)
DEFCON 82 - Special Procedures for Initial Spares (Edition 06/21 SC2)
DEFCON 91 - Intellectual Property Rights In Software (Edn 06/21)
DEFCON 117 - Supply of Information for NATO Codification Purposes (Edition 11/17 SC2)
DEFCON 532B – Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority) (Edition 12/22)
DEFCON 540 – Conflicts of Interest (Edition 05/23 SC2)
DEFCON 565 - Supply Chain Resilience and Risk Awareness (Edition 07/23)
DEFCON 601 – Redundant Materiel (Edition 03/15 SC2)
DEFCON 602A - Quality Assurance (With Deliverable Quality Plan) (Edition 04/23 SC2)
DEFCON 611 – Issued Property (Edition 12/22 SC2)
DEFCON 624 - Use Of Asbestos (Edition 08/22 SC2)
DEFCON 637 - Defect Investigation and Liability (Edition 05/17)
DEFCON 647 - Financial Management Information (Edition 03/24 SC2)
DEFCON 658 – Cyber (Edition 10/22 SC2)
Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is **Very Low**, as defined in Def Stan 05-138.
DEFCON 660 - Official-Sensitive Security Requirements (Edition 12/15)
DEFCON 670 – Tax Compliance (Edition 11/17 SC2)
DEFCON 694 - Accounting For Property of the Authority (Edition 07/21 SC2)
DEFCON 697 - Contractors on Deployed Operations – CONDO (Edition 11/22 SC2)
DEFCON 707 - Rights in Technical Data (Edn 10/23)

46 Special conditions that apply to this Contract**46.1. Limitation on Liability****Definitions**

a. In this Condition 46.1 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor’s other obligations under this Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- (1) UK GDPR;
- (2) DPA 2018; and
- (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body.

“Term” means the period commencing on the date on which this Contract takes effect and ending on the date all contractor deliverables have been received and accepted, or on earlier termination of this Contract.

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

b. Neither Party limits its liability for:

- (1) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- (2) fraud or fraudulent misrepresentation by it or its employees;
- (3) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (4) any liability to the extent it cannot be limited or excluded by law.

c. The financial caps on liability set out in Clauses 46.1d and 46.1e below shall not apply to the following:

- (1) for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
 - (i) the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and Condition 34 (Third Party IP – Rights and Restrictions);
 - (ii) the Contractor's indemnity in relation to TUPE at Schedule 18;
- (2) for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

- (i) the Authority's indemnity in relation to TUPE under Schedule 18;
- (3) breach by the Contractor of DEFCON 532B (SC2) and Data Protection Legislation; and
- (4) breach by the Contractor of DEFCON 520; and
- (5) to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

- d. Subject to Clauses 46.1b and 46.1c and to the maximum extent permitted by Law:
 - (1) Throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
 - (i) in respect of DEFCON 76 (SC2) [REDACTED] in aggregate;
 - (ii) in respect of Condition 43 [REDACTED] in aggregate;
 - (iii) in respect of DEFCON 611 (SC2) [REDACTED] in aggregate; and
 - (iv) in respect of Condition 28 [REDACTED] in aggregate;
 - (2) without limiting Clause 46.1d(1) and subject always to Clauses 46.1b, 46.1c and 46.1d(3), the Contractor's total liability throughout the Term in respect of all other liabilities, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [REDACTED] in aggregate.
 - (3) on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 46.1d(1) and 46.1d(2) above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 46.1d(1) and 46.1d(2) of this Contract.
- e. Subject to Clauses 46.1b., 46.1c., and 46.1f., and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- f. Clause 46.1e. shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

- g. Subject to Clauses 46.1b., 46.1c. and 46.1h., neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
 - (1) indirect loss or damage;
 - (2) special loss or damage;
 - (3) consequential loss or damage;
 - (4) loss of profits (whether direct or indirect);
 - (5) loss of turnover (whether direct or indirect);
 - (6) loss of business opportunities (whether direct or indirect); or
 - (7) damage to goodwill (whether direct or indirect),
 even if that Party was aware of the possibility of such loss or damage to the other Party.
- h. The provisions of Clause 46.1g. shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
 - (1) any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - (a) to any third party;
 - (b) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

- (c) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (2) any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- (3) the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
- (4) any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- (5) damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
- (6) costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- (7) any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
- (8) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
- (9) any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

- i. If any limitation or provision contained or expressly referred to in this Condition 46.1. is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 46.1.

Third party claims or losses

- j. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
 - (1) arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
 - (2) is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

- k. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

46.2 Russian and Belarusian Exclusion

- a. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in

writing as soon as they become aware that:

(1). the Contractor Deliverables and/or Services contain any Russian / Belarussian products and/or services; or

(2). 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 / Belarussian person or entity. Please note that this does not include companies:

(i) 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

(ii) 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.

b. 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

c. 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.

d. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

46.3 Performance Management

- a. The Contractor shall carry out all work so as to meet the Performance Levels in accordance with Condition 46.3 and Schedule 12 (Key Performance Indicators)
- b. Without limiting any other obligation under this Contract, the Contractor shall implement and use appropriate measurement, monitoring and management tools and procedures to enable it to:
 - (1) detect all Performance Failures as soon as reasonably practicable and, to the extent reasonably practicable, detect any potential Performance Failures;
 - (2) minimise the impact of Performance Failures on the continued performance of its obligations under the Contract; and
 - (3) report all Performance Failures and potential Performance Failures to the Authority as soon as soon as they are identified.

Key Performance Indicators

- c. Payments for the Core requirement defined under Line Item 1 to the Schedule of Requirements (Schedule 2) shall be made in accordance with the payment plan at Schedule 17 to this Contract. Payment for a period shall be made in arrears of the service provided and the amounts paid shall be tied to performance against the Contract KPIs (as defined at Schedule 12). If the overall KPI Performance Outcome for a quarter is GREEN, then the full 20% of the Core payment will be paid
- d. Performance against the Contract KPIs shall be measured and monitored as part of the Quarterly Progress Reports defined under the Statement of Work (Schedule 11). In the event that any KPI receives a score that requires the Authority to retain a percentage of the Contractor's payment, the Contractor will be informed of this retention and the Authority will amend the payment amount on CP&F. No action is required of the Contractor.
- e. Where a KPI shows a GREEN level of performance and the previous Contract period KPI was GREEN then the Contractor may claim full payment.
- f. Where a KPI shows a GREEN level of performance and the previous Contract quarter KPI was YELLOW or AMBER then the Contractor may claim full payment in addition to the amount not claimed in the previous period.
- g. Where a KPI performance band shows a YELLOW or AMBER level of performance, and the previous Contract period KPI performance band was YELLOW or AMBER the value of the performance payment not claimed in the previous period shall cease to be available for payment and shall be permanently deducted from the total Contract Price.
- h. Where a KPI Performance Band shows a RED level of performance in the Contract period for which the KPI applies, the value of the performance payment shall be permanently deducted from the total Contract Price.
- i. The temporary abatement value held for a YELLOW performance is 5% of the quarterly core payment value, the temporary abatement value held for AMBER performance is 10% of the quarterly core payment value and the permanent abatement value deducted for a RED performance is 20% of the quarterly core payment value, in accordance with the Payment Plan at Schedule 17 to the Contract.

- j. The overall KPI performance outcome for each Contract quarter shall be determined as follows:
- If all KPIs are determined to be GREEN, the overall Performance Outcome will be GREEN.
 - If any KPIs are determined to be YELLOW, and there are no AMBER or RED KPIs, the Overall Performance Outcome will be YELLOW.
 - If any KPIs are determined to be AMBER, and there are no RED KPIs, the Overall Performance Outcome will be AMBER.
 - If any KPIs are determined to be RED, the Overall Performance Outcome for that KPI will be RED.
- k. Example of potential KPI Performance Outcomes:

Quarter	KPI 1	KPI 2	KPI 3	KPI 4	KPI 5	KPI 6	KPI outcome
Q1	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN
Q2	YELLOW	GREEN	GREEN	GREEN	GREEN	GREEN	YELLOW
Q3	AMBER	GREEN	GREEN	YELLOW	GREEN	GREEN	AMBER
Q4	GREEN	GREEN	RED	YELLOW	GREEN	GREEN	RED
Q5	GREEN	GREEN	YELLOW	YELLOW	AMBER	AMBER	AMBER

Unsatisfactory Performance

- l. The Contractor's performance shall be judged unsatisfactory where any or all KPI(s) are RED for a period of 2 (two) or more consecutive quarters. This shall constitute a Material Breach of the Contract for the purposes of clause 43.
- m. The Contract performance shall be judged unsatisfactory where any or all KPI's are AMBER for a period of 3 (three) or more consecutive quarters. This shall constitute a Material Breach of the Contract for the purposes of clause 43.
- n. The Contract performance shall be judged unsatisfactory where any or all KPI's are YELLOW for a period of 4 (four) or more consecutive quarters. This shall constitute a Material Breach of the Contract for the purposes of clause 43.
- o. Where unsatisfactory performance occurs, the Contractor shall deliver a report to the Authority within 3 (three) Business Days of the event causing the breach detailing the circumstances and any mitigating factors, together with a plan for improvement. The Authority reserves the right to call a meeting, at no cost to the Authority, within 5 (five) Business Days following the report to discuss the failure and agree a programme for resolution with the Contractor.
- p. The Authority may exercise its further rights of remedy under the Contract if the Contractor remains in breach, and for the purposes of clause 43 (Material Breach) in the event of persistent unsatisfactory performance, as described in clause 46.3l to 46.3o above, this shall constitute a Material Breach.
- q. The Contractor may claim relief, in accordance with the procedure detailed at Clause 46.3v, from any deferrals if a relief event occurs in accordance with the provisions of 46.3s-v of this Contract and is agreed by the Authority.

- r. Payment of any temporarily retained funds shall be dependent on the outcome of the following quarter's performance, for example:

Previous Quarter	Current Quarter	Quarterly Payment Outcome
APPROACHING TARGET	GOOD	Full payment for the current period and payment of previously retained %
REQUIRES IMPROVEMENT		
APPROACHING TARGET	APPROACHING TARGET	5% temporary retention of current period and permanent retention of previous period's %
REQUIRES IMPROVEMENT		
APPROACHING TARGET	REQUIRES IMPROVEMENT	10% temporary retention of current period and permanent retention of previous period's %
REQUIRES IMPROVEMENT		
APPROACHING TARGET	INADEQUATE	20% permanent retention and permanent retention of previous period's %
REQUIRES IMPROVEMENT		

Relief

- s. Where performance against a KPI is assessed as AMBER or RED and it is agreed by the Authority that the circumstances giving rise to the failure in performance are not within the reasonable control of the Contractor, then deductions against the quarterly payment shall not be made by the Authority for that KPI.
- t. Examples of events against which the Contractor may claim relief are limited to:
- (1) By reason of an act or omission of the Authority, its agents or employees, including delay in the supply of GFA, the Contractor has been prevented from performing the service.
 - (2) Where the Authority has pre-approved a course of action with the Contractor that knowingly leads directly to a KPI being recorded as AMBER or RED.
- u. For avoidance of doubt, the Contractor may not claim relief where an article is identified as obsolete. In accordance with the Statement of Work, the Contractor shall undertake proactive Obsolescence Management and therefore Obsolescence Issues shall be mitigated prior to articles being ordered by the Authority.
- v. To obtain relief from any rights of the Authority under this Contract, the Contractor shall:
- (1) as soon as practicable, and in any event within 10 (ten) Business Days after becoming aware that the event has caused, or is likely to cause, delay and/or adversely affect the ability of the Contractor to perform his obligations under this

Contract, give the Authority:

- (i) a notice of the claim for relief from their obligations under the Contract, including full details of the nature of the event, the date of the occurrence and its likely duration;
- (ii) full details for the relief claimed demonstrate to the reasonable satisfaction of the Authority that:

1. the Contractor and its subcontractors could not have reasonably avoided such occurrence or consequences of such occurrence, by steps which may have been reasonably been expected to have taken;
2. the event directly caused the delay to the support of the equipment covered under this Contract and/or service commencement date or the need for relief from other obligations;
3. the time lost and/or details of why the relief claimed could not have been reasonably been expected to be mitigated or recovered by the Contractor acting on good industry practice; and
4. the Contractor is using reasonable endeavours to perform their obligations under the Contract

46.4 Exit Strategy

- a. In the event of expiry or earlier termination of this Contract for any reason, the Contractor shall ensure:
 - (1) an efficient and effective transition of the work to the Authority or a replacement Contractor, whilst maintaining required Contract outputs; or
 - (2) an efficient and effective rundown of the work and closure of the Contract whilst maintaining any required Contract outputs during the Exit Period.
- b. This Clause sets out the principles of the exit arrangements that are intended to facilitate such transition or rundown.

Exit Plan

- c. Within ninety (90) days from the Effective Date of the Contract the Parties shall agree an Exit Plan, this document shall include the Contractor's proposed methodology:
 - (1) for an efficient and effective transition of the work to the Authority or an alternative contractor; and
 - (2) for the arrangements for the transfer, disposal or retention arrangements for all GFA held in connection with the Contract. All such GFA shall be reconciled with requirements set out in DEFCON 694 (Accounting for Property of the Authority) and associated timescales for action. These arrangements shall include the identification and transfer of any remaining unused spares back to the Authority at no cost to the Authority; and
 - (3) For the arrangement for the transfer of all information required solely for the purpose of performing that part of the Contract remaining unperformed. Subject to the pre-existing rights of the Authority, where this includes proprietary IP belonging to the Contractor or a third party to the Contract, the Authority and the Contractor shall agree (as necessary) a

royalty free licensing agreement between the Parties. Where the Authority intends to place a contract with an alternative contractor to complete the work remaining to be performed, then the Authority shall disclose the Information provided in confidence and place the recipient contractor under an obligation which restricts copying, disclosure and use of the information to the said purpose.

d. The Exit Plan shall include details of the major sub-contracts related to the execution of the Contract and any exclusive suppliers or necessary licences and arrangements for the provision of any necessary information related to the supply chain.

e. The Exit Plan shall include arrangements for the provision of any training to be provided to the Authority or any Replacement Contractor to enable the efficient transition and operation of the work under Contract and any Management Information including:

(1) Details of those assets which would be required to support the operation of an alternative solution to meet the requirement as set out at Schedule 11 (Statement of Work) or continuation of the extant solution, together with the timing and arrangements for their transfer. Such assets shall be categorised as Deliverable Assets or Non Deliverable Assets as below;

(a) Deliverable Assets shall, unless otherwise agreed, be subject to the provisions of the Contract;

(b) Non-Deliverable Assets are those items identified as being used by the Contractor solely for the purpose of administering and managing this Contract and not used for any other contract, services activity or work performed by the Contractor. Such items would be provided to the Authority by the Contractor at book value and sold as seen (i.e. no warranty or implied fitness for purpose).

f. The Parties shall review and if appropriate update the Exit Plan on an annual basis.

g. The Parties shall appoint appropriately qualified and empowered representatives to manage the Exit Plan.

Exit Notice

h. No later than six (6) months prior to expiry of this Contract or in the case of termination, as soon as reasonably practicable after service of notice of termination pursuant to Condition 43 (Material Breach) or Condition 41 (Termination for Insolvency or Corrupt Gifts) the Authority shall serve a written notice ("the Exit Notice") on the Contractor.

i. The Exit Notice shall specify:

(1) the basis on which the Authority wishes to exit the Contract; and

(2) the Exit Period, being the date from which any Exit Services are required to the date of Contract expiry or termination; and

(3) the Exit Services required from the Contractor during the Exit Period.

Exit Services

j. During the Exit Period the Contractor shall:

(1) continue to perform the work (unless otherwise directed by the Authority) and comply with its obligations under the Contract;

(2) provide any Exit Services as set out in the Exit Notice; and

(3) use reasonable endeavours to ensure continuity of its management team with responsibility for execution of the Contract.

k. During the Exit Period, the Authority will be deemed to have overall responsibility for managing implementation of the Exit Plan and the Exit Services.

46.5. Authorisation of Contract Amendments

- a. Notwithstanding the provisions of Condition 6 (Formal Amendments to Contract), Schedule 4 (Contract Change Control Procedure), nothing said, done or written by any person, nor anything omitted to be said, done or written by any person, including, but without limitation, any servant or agent of the Authority, shall in any way affect the rights of the Authority, or modify, affect, reduce or extinguish the obligations and liabilities of the Contractor under the Contract, or be deemed to be a waiver of the rights of the Authority, unless stated in writing and signed by the Authority's Commercial Officer. Only the Authority's Commercial Officer is authorised to vary the terms and conditions of the Contract and such variation shall only have effect when agreed in writing.
- b. Any formal notice required to be given by one Party to the other Party shall be in writing in the English language. Such notices shall be sent to or delivered to the persons holding the nominated position, addresses, and/or facsimile numbers notified to the other Party to the Contract from time to time for this purpose and until so notified, and for the purposes of Condition 18 (Notices), all notices hereunder shall be sent or delivered to the persons set out in the DEFFORM 111.
- c. It is agreed between the Parties that, without prejudice to any other provisions of the Contract, for the purposes of Condition 18 (Notices) the electronic submission of notices is permitted.

46.6. Place of Manufacture

- a. The Contractor shall not change the place of manufacture (including that of any major Sub-Contracts) of the Articles manufactured in execution of the Contract without providing prior notification (not to be unreasonably delayed) to the Authority.

46.7. Sub-contracts

- a. For the purpose of this Contract and the work to be performed thereunder, the Contractor shall be responsible to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of the Contract as described in the Schedule of Requirements (Schedule 2). These responsibilities shall apply equally to work carried out by sub-contractors in respect of the requirements of the Contract.
- b. The Contractor shall be responsible for the management and supervision of its sub-contractors. The sub-contracting of any obligation under the Contract shall not relieve or excuse the Contractor from its obligations to the Authority in respect of the due performance of such obligations. The Contractor shall be responsible to the Authority for the acts or omissions of any sub-contractor in relation to such sub-contractor's performance of the Contract and, to this end, any act or omission of that sub-contractor in relation to such sub-contractor's performance of the Contract shall be regarded as an act or omission of the Contractor.
- c. The Contractor shall ensure that the Terms and Conditions of Contract are reflected in all sub-contracts, at whatever level, to the extent necessary to enable the Contractor to fully meet its obligations to the Authority under the Contract.
- d. The Contractor shall not place any subcontract or order involving the design or

development of equipment required under this contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed sub-contractor concluding a direct agreement with the Authority. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this clause it shall report the matter to the Authority's Commercial Manager and await further instructions before placing the subcontract or order.

e. The Contractor shall furnish the Authority with a copy of any sub-contract if required.

46.8. Authority Step-in Interpretation

a. In this Condition 46.8, references to the Authority taking action shall be deemed to include references to the Authority procuring the taking of action by others on behalf of the Authority.

Grounds for Step-In

b. If the Authority reasonably believes that it needs to take action in connection with the Services and Contract Deliverables.

- (1) because a serious risk exists to the health or safety of persons, property or the environment; and/or
- (2) to discharge a statutory duty; and/or
- (3) on the occurrence of an urgent operational requirement;

then the Authority shall be entitled to take action in accordance with this Condition 46.8 (Authority Step-In).

Procedure for Authority Step-In

c. If Clause 46.8b. applies and the Authority wishes to take action, the Authority's Representative shall issue a Step-In Notice. The Step-In Notice shall contain the following information:

- (1) the action the Authority wishes to take;
- (2) the reason for such action;
- (3) the date the Authority wishes to commence such action;
- (4) the time period which the Authority believes shall be necessary for such action;
- (5) any Assets the Authority requires the Contractor to make available to it to perform such action; and
- (6) to the extent practicable, the effect on the Contractor and its obligation to carry out Asset Provision and/or Service Provision during the period such action is being taken.

d. Following service of the Step-In Notice, the Authority shall take such action as notified under Clause 46.8c. and any consequential additional action as it reasonably believes is necessary (together, the "Required Action") and the Contractor shall give all reasonable assistance to the Authority while it is taking the Required Action.

Effects of Step-In without Contractor Breach

e. If the Contractor is not in breach of its obligations under this Contract and the Authority exercises its right to take action in connection with the Services pursuant to Clause 46.8b:

(1) then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing all or any part of the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and

(2) in respect of the period in which the Authority is taking the Required Action and provided that the Contractor provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent incremental costs are incurred), the amount due from the Authority to the Contractor shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period.

Effects of Step-In following Contractor Breach

f. If the Contractor is in breach of its obligations under this Contract and in consequence the Authority exercises its right to take action in connection with the Services pursuant to this Clause 46.8:

(1) then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and

(2) in respect of the period in which the Authority is taking the Required Action, the amount due from the Authority to the Contractor shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the Required Action in full over that period, less an amount equal to all the Authority's costs in taking the Required Action.

Authority Step-Out

g. The Authority's Project Manager shall provide the Contractor's Representative with reasonable notice of the Authority's intention to cease performance of the Required Action ("Step-Out") and the date on which it intends to do so.

h. On receipt of the notice referred to in Clause 46.8g., the Parties shall consult with each other as to the method by which the Authority shall step out and a step out plan (a "Step-Out Plan") which shall include the actual date that the Authority shall step out and the Contractor shall resume performance of the Services.

i. On the date on which the obligations contained in the Step-Out Plan have been achieved:

(1) the Authority will be released from all of its obligations and liabilities in relation to the

Required Action and the Step-Out Plan other than its obligations to pay the Contractor as required in this Condition 46.8; and

(2) the Contractor shall resume all or any part of the Services which were the subject of the Required Action.

46.9 Options to Extend

a. The Authority reserves the right to exercise each or any of the following irrevocable Contract options in accordance with the terms and conditions of the Contract, it being agreed that the Authority has no obligation to exercise each or any such option(s):

(1) The Contract may be extended at the Authority's sole discretion beyond the Expiry Date for a further period of one, (1), two (2), or three (3) annual option years.

b. The Authority shall provide the Contractor with written notice of its intention to exercise the irrevocable Contract option no later than thirty (30) Business Days prior to the date of commencement for the option, and the option shall take effect on service of that notice. The price for the options shall be that set out in Schedules 16, 17, 19, and 20 of this Contract, in relation to the option period(s).

c. The irrevocable Contract options detailed at Clause 46.9a shall remain valid for exercising, and the Authority will have the right to exercise each or any of the irrevocable Contract option(s), at any time from Contract commencement until the Contract Expiry Date.

46.10 Continuous Improvement

a. Throughout the duration of the Contract the Contractor shall continuously look to improve the equipment and performance of the Contract. The Contractor shall therefore propose improvements throughout the duration of the Contract as part of the Quarterly Progress Report. Such improvements may constitute utilising innovative solutions, to include but not limited to use of Commercial Off The Shelf (COTS) equipment, by taking advantage of new technology, or by improving sustainability, etc. The Authority is under no obligation to pursue such proposals. If the Authority considers a proposal offers Value for Money, the task shall be contracted through the Ad-Hoc Tasking procedure.

46.11 Intellectual Property Rights

Intellectual Property Register

a. Where any of the conditions listed below ((1) to (4)) form part of the terms and conditions of the Contract or where other similar notification obligations exist, 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 the date of the Contract, are disclosed in DEFFORM 711 annexed to the Contract.

(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.
- (4) DEFCON 632 - notifications under clause 1.

- b. 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 DEFFORM 711.
- c. Any amendment to DEFFORM 711 shall be made in accordance with clause 6 (Formal Amendments to the Contract).

46.12 Government Furnished Assets

- a. The Authority shall be responsible for providing the Government Furnished Assets (GFA) to be supplied under the Contract as detailed at Schedule 15 (Government Furnished Assets Register).
- b. The GFA shall at all times remain the property of the Authority; it shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority.
- c. The Contractor shall be responsible for the management of all GFA in accordance with DEFCON 611 (Issued Property) and DEFCON 694 (Accounting for Property of the Authority).
- d. At expiry or earlier termination of the Contract, in accordance with DEFCON 611 (Issued Property), the Contractor shall provide to the Authority a list of all GFA holdings under the Contract. The Authority's Commercial Officer shall issue directions for the transfer, disposal or return to stores of all listed items detailed at Schedule 15 (Government Furnished Assets Register).
- e. The Contractor shall immediately notify the Authority's Commercial Officer in writing of any additional request(s) for GFA required to perform the obligations of the Contract that they do not already hold or that has not been made available to them.
- f. In addition to the requirements of DEFCON 611 (Issued Property) and Condition 28 (Delivery/Collection), the following shall apply:
 - (1) the right of the Authority to reject Article(s) under the Contract shall in no way be prejudiced by or through the fact that the Article(s) in question may have been made from or include materiel supplied by the Authority;
 - (2) material which is normally available from commercial sources will not be issued from Government stocks unless the circumstances are exceptional. There will be a charge for the use of such Government Articles;
 - (3) material which is only available from Government sources, and which is necessary for the performance of this Contract, should be requested from the Authority's Project Manager; and

- (4) any Authority owned documentation issued to the Contractor will also be covered by Contract Loan terms.
- g. Failure by the Authority to supply the GFA at Schedule 15 (Government Furnished Assets Register) shall not be used by the Contractor as a reason for not fulfilling its obligations under the Contract. However, if it is accepted by both Parties that in the event that the Authority has failed to supply any of the GFA requirements by the date(s) specified at Schedule 15 (Government Furnished Supplies) for the provision thereof, the Authority shall only be responsible for those additional costs that have been properly incurred by the Contractor and for any appropriate extension of time for completion of the Contract, provided that the Authority is satisfied such additional costs and/or effect on execution of the Contract are directly and solely the result of the failure of the Authority to make available the GFA on the date(s) stipulated and for the duration specified;
- (1) the Authority is satisfied such additional costs and/or effect on execution of the Contract are directly and solely the result of the failure of the Authority to make available the GFA on the date(s) stipulated and for the duration specified;
 - (2) the Contractor has taken all reasonable steps to minimise the inclusion of additional costs.
- h. The Authority shall not be responsible for any additional costs and/or effect on the execution of the Contract for late provision of GFA, if it is demonstrated that such late provision is solely due to the Contractor's late delivery of items or information against the Contract which are subsequently issued by the Authority to the Contractor as GFA or which are needed by the Authority to supply the GFA. Any late delivery of such items or information may require the re-negotiation of the date(s) specified at Schedule 15 (Government Furnished Assets Register) and both Parties will assess the consequences to the Contract and shall negotiate a solution in good faith, which shall not preclude schedule amendment and price adjustment as necessary.
- i. Should the Contractor fail to notify the Authority, in a timely manner, of any changes to the GFA dates(s) required and the duration specified and the Authority furnishes the required GFA by the original due date, then the following shall apply:
- (1) the Authority shall not be liable for any additional costs incurred by the Contractor, if the GFA cannot be provided to the Contractor within its revised timescales; and
 - (2) the Contractor shall be responsible for any consequential cost incurred by the Authority resulting from any failure by the Contractor to notify the Authority in a timely manner,
 - (3) the Authority has taken reasonable steps to minimise the inclusion of consequential costs;
 - (4) the Authority has taken reasonable steps to provide the GFA within the revised timescales; and
 - (5) the Contractor is satisfied that such additional liabilities and/or the effect on execution of the Contract are directly and solely the result of the failure of the

Contractor to advise the Authority in a timely manner of the revised GFA timescales.

- j. Where any Government Furnished Information (GFI) supplied by the Authority contains latent errors, omissions or inaccuracies which could not reasonably have been identified by the Contractor at the time such GFI had been supplied by the Authority, both Parties will assess the consequences under the Contract and shall negotiate a solution in good faith.

46.13 Sustainable Procurement

- a. The Contractor shall take all reasonable steps to procure the observance of the economic, social and environmental legislation related to the subject matter or the execution of the Contract by any servants, employees or agents of the Contractor and any Sub-Contractors engaged in the performance of the Contract.
- b. The Contractor shall take all reasonable steps to ensure that all activities under this Contract shall comply with certified environmental management standards based on ISO 14001:2015 or equivalent.
- c. The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainability from a social, economic and environmental point of view.

46.14 Variation of Price (VoP)

- a. The prices stated in the Schedule of Requirements for Contract Years four (4) and five (5) and option years six (6), seven (7) and eight (8) are Fixed at March 2025 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (a+b (O_i/O_0)) - P$$

Where:

V represents the variation of price

P represents the Fixed price as stated in the Schedule of Requirements

O represents the index 'HSGG - SPPI INDEX OUTPUT DOMESTIC - M Professional, scientific and technical services'

O₀ represents the 12-month average of the Output Price Index figure for the base period March 2024 to February 2025 (as above) (to 4 decimal places)

O_i represents the 12-month average of the Output Price Index before the payment date period, using the most recently available data (to 4 decimal places)

a equals zero (0) and represents the Non- Variable Element (NVE)

b equals one (1) and represents the Variable Element

Note: a+b=1

- b. The Index referred to in Clause 46.14a above shall be taken from the following Tables:
Office for National Statistics (ONS) SPPI INDEX OUTPUT DOMESTIC – M Professional, Scientific and technical services 2015=100
<https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/hsgg/sppi>

c. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.

d. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 46.14c above) shall then be applied.

e. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.

f. The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.

g. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.

46.15. Authorisation to Proceed

- a. Authorisation to Proceed (ATP) with the Provision of ISS Core Activities under SOR Item 1, in accordance with the Statement of Work at Schedule 11 to the Contract, shall be concurrent with Contract placement.
- b. A CP&F Purchase Order raised by the Authority shall be the ATP with the Provision of Obsolescence Rectification under SOR Item 2, in accordance with the Statement of Work.
- c. A certified and approved TAF part 3, signed by the APM, Authority's Finance Officer (AFO) and Authority's Commercial Officer (ACO), shall be the ATP with the Provision of Ad-Hoc Tasking under SOR Item 3, in accordance with the Statement of Work.
- d. A CP&F Purchase Order raised by the Authority shall be the ATP with the Provision of Refurbishments under SOR Item 4, in accordance with the Statement of Work.
- e. A CP&F Purchase Order raised by the Authority shall be the ATP with the Provision of Spares under SOR Item 5, in accordance with the Statement of Work.
- f. A CP&F Purchase Order raised by the Authority shall be the ATP with the Provision of

Repairs under SOR Item 6, in accordance with the Statement of Work.

- g. A CP&F Purchase Order raised by the Authority shall be the ATP with the Provision of Training under SOR Item 7, in accordance with the Statement of Work.
- h. If a requirement under SOR items 5 and/or 6 and/or 7 is reduced or cancelled the Contractor shall notify the Authority if the reduction or cancellation cannot be accepted. If the amendment / cancellation cannot be accepted Clause 43 shall apply (Dispute Resolution).

46.16. Contractors on Deployed Operations

- a. Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the Contract.

46.17. Clarifications

- a. The Parties agree that the following clarifications shall apply to this contract:

(1) in terms of Condition 36.f, the Parties acknowledge and agree that prior to exercising its right of set-off the Authority shall provide the Contractor with at least ten (10) Business Days written notice of its intention to do so provided that such notice shall identify:

- i. the nature of the liability in respect of which the set-off right is being applied;
- ii. the extent of the liability in respect of which the set-off right is being applied; and
- iii. where the set-off right is being applied otherwise than in connection with any amount payable by the Authority under the Contract, the contract between the Contractor and the Authority, or other relevant Government Department, in respect of which the set-off right is being applied;

(2) in terms of Condition 43.a, the Authority agrees that in the event the Contractor commits a material breach capable of remedy it will only exercise its right to terminate the Contract where it has provided the Contractor with written notice of the breach and the Contractor has failed to remedy that breach within twenty (20) Business Days of receipt of the notice. Nothing in this Condition 46.17a.(2) will operate to restrict the Authority's right to terminate immediately in the event of a material breach not capable of remedy.

47 The processes that apply to this Contract are:**47.1 Ad-hoc Tasking Procedure (SOR line item 3)**

- a. The Authority reserves the right under Line Item 3 of the Schedule of Requirements to instruct the Contractor to undertake ad-hoc tasks as specified in section 5 of the Statement of Work (Schedule 11). The tasking procedure detailed below will be employed by the Authority to initiate such tasks.
- b. When a new task or change to an existing task is proposed, the scope of work for each task shall be specified upon Part 1 of the Tasking Authorisation Form (TAF) (Schedule 13). The form shall be completed and signed by the Authority's Project Manager (APM) and Commercial Officer.
- c. The Contractor is to provide the Authority with a Firm price quotation for carrying out the task, including the timescales and completion date, in Part 2 of the TAF within ten Business Days of receipt of Part 1. Part 2 shall be supported by a detailed breakdown of the proposed charging including, but not limited to; labour rates and hours (in accordance with Schedule 16 (Rates)), sub-contractor costs, materials costs, overheads and profit, broken down against each element of the Ad-hoc Tasking. The profit rate for taskings shall be in accordance with Schedule 16 (Rates) for the year that the task is raised. The TAF shall also give details of any Government Furnished Assets (GFA) that may be required to complete the Tasking. The TAF together with the price breakdown shall be returned to the Authority for consideration.
- d. In the event that a stage payment plan is deemed appropriate for a specific task, the Contractor may propose a stage payment plan as part of its quotation. Stage payments shall be tied to deliverables and the achievement of key milestones, the value of each payment shall be commensurate with the effort undertaken to meet that milestone with a retention of at least 20% of the total value of the task payable upon final completion of all requirements under that task. Should no payment plan be agreed, payment shall be made upon completion of the task. The Authority is under no obligations to agree to a staged payment plan.
- e. When a Firm Price has been agreed, the Authority shall authorise the task by creating a purchase order on the CP&F system and by returning a signed Part 3 of the TAF to the Contractor. No work may commence prior to the raising of the purchase order and any work carried out by the Contractor in advance of the raising of the purchase order shall be entirely at the Contractor's own risk and cost.
- f. Once the task is completed and all deliverables have been satisfied the Contractor shall sign and return part 4a of the TAF within five Business Days of completion of the task.
- g. Part 4b of the TAF is to be completed by the Authority once the task has been completed to the satisfaction of the Authority. In the event the Authority rejects or disputes the Contractor's claim of completion, Part 4b will not be issued and payment will not be made until the Authority is satisfied that completion of the task has occurred.
- h. When including Travel and Subsistence (T&S) in its proposed price for a task, the Contractor must include details of the assumptions made about travel and the rates used. Claims for T&S shall be in accordance with Schedule 16 (Rates). The Contractor shall retain copies of itemised receipts to support claims for T&S and in accordance with Condition 17 (Contractor's

Records) Copies of receipts shall be provided to the Authority upon request. Credit card receipts are deemed sufficient evidence to support a T&S claim.

i. A list of ad-hoc tasks shall be maintained by the Contractor and be provided to the Authority upon request. This list shall form part of the Contractor's quarterly progress report and include, but not be limited to, the following: TAF number, version number, task title, date of acceptance, agreed task completion date, price, CP&F PO number.

Task Termination

j. Any ad-hoc task placed under this Contract may be terminated by the Authority at any time, in accordance with Condition 42 (Termination for Convenience).

k. Where requested by the Authority, the Contractor shall furnish a report covering work done to the date of termination with such recommendations as may be required at that stage.

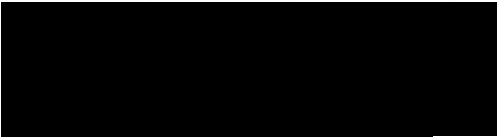
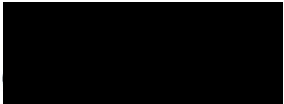
OFFICIAL-SENSITIVE - COMMERCIAL

Contract 707549452
SC2 Schedules Edn 04/24

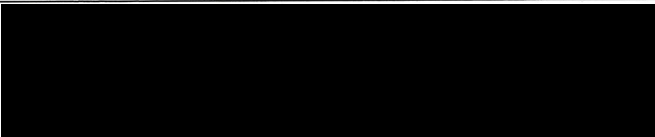
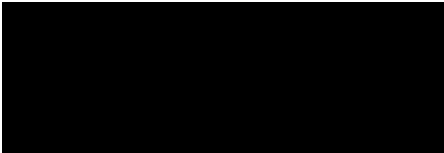
Contract 707549452 for the In-service Support and Obsolescence Rectification of Transportable Manned Compression Chambers (TMCC)

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of JFD Limited:

Name, Title and Company Position	
Signature	
Date	11/03/25

For and on behalf of the Secretary of State for Defence:

Name, Title and Company Position	
Signature	
Date	13/03/25

OFFICIAL-SENSITIVE - COMMERCIAL

Obsolescence Rectification and Re-design of Transportable Manned Compression Chambers (TMCC) with In Service Support

707549452

SC2 Schedules

Schedule 1 – Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	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;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3

(Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

Consignor

means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract

means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Formal Amendments to the Contract);

Contract Price

means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor

means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

Contractor Deliverables

means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- 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;

CPET

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.kid.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by

MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of

	the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of 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;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Robust Contractor	shall mean Robust items as described in Def Stan 81-041 (Part 2)

Deliverables**Safety Data Sheet**

has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

Schedule of Requirements

means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Sensitive Information

means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Substance

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

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain

wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

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

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

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

Fixed Price	means a price (excluding VAT) set at a particular point in time and linked to a price index. The price paid over the duration of the contract is calculated using the contract's Variation of Price formula
Minutes	means the written record of what was said at a meeting.

Schedule 2 - Schedule of Requirements (SoR)

MINISTRY OF DEFENCE		
CONTRACTOR: JFD Enterprise Drive Westhill AB32 6TQ	SCHEDULE OF REQUIREMENTS for: Obsolescence Rectification And Re-Design Of Transportable Manned Compression Chambers (TMCC) with In Service Support	CONTRACT No: 707549452
Contract Issued: DATE TO BE ENTERED AT CONTRACT AWARD		Previous Contract No: MCS3B/3503

Item No	Description	Price
	<p>The Contractor is to provide In-Service Support and Obsolescence Rectification to the Transportable Manned Compression Chambers during the period from Effective Date of Contract to 28th February 2030 (Contract Years 1-5) in accordance with the Terms and Conditions of the Contract.</p> <p>The Authority will have the irrevocable right to exercise each or any of the Contract options to extend the duration of the Contract by up to three years (Contract Years 6-8), in accordance with Clause 46.9</p>	<p>Contract Years 1-3: Firm Price Contract Years 4-5: Fixed Price</p> <p><u>Option Years:</u> Contract Years 6-8 Fixed Price</p>
1	Provision of Core In-Service Support Activities in accordance with the Statement of Work at Schedule 11(Sections 1-3)	In accordance with the Payment Plan at Schedule 17
2	Provision of Obsolescence Rectification in accordance with the Statement of Work at Schedule 11 (Section 7)	In accordance with Schedule 20
3	Provision of Ad-Hoc Tasking in accordance with the Statement of Work at Schedule 11 (Section 5)	In accordance with Schedule 16
4	Provision of Refurbishments in accordance with the Statement of Work at Schedule 11 (Section 4)	In accordance Schedule 20
5	Provision of Spares in accordance with the Statement of Work at Schedule 11 (Section 9)	In accordance with Schedule 19
6	Repair Services in accordance with the Statement of Work at Schedule 11 (Section 6)	In accordance with Schedules 16 and 19
7	Provision of Training in accordance with the Statement of Work at Schedule 11 (Section 8)	In accordance with Schedule 20

<p>General Conditions</p>
<p>Condition 2 – Duration of Contract:</p> <p>The Contract expiry date shall be: 28/02/2030</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:</p>
<p>Condition 7 – Authority’s Representatives:</p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: (as per Annex A to Schedule 3 (DEFFORM 111))</p> <p>Project Manager: (as per Annex A to Schedule 3) (DEFFORM 111))</p>
<p>Condition 18 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: (as per Annex A to Schedule 3 (DEFFORM 111))</p> <p>Contractor: []</p> <p>Notices can be sent by electronic mail? Yes</p>
<p>Condition 19.a – Progress Meetings:</p> <p>The Contractor shall be required to attend the following meetings:</p> <p>Progress Meetings Details: Meeting requirements can be found at Schedule 11 – Statement of Work</p>
<p>Condition 19.b – Progress Reports:</p> <p>The Contractor is required to submit the following Reports:</p>

Progress Reports: Reports requirements can be found at Schedule 11 -Statement of Work

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract?

Yes

A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2)

If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within 90 Business Days of Contract Award.

Other Quality Requirements:

Refer to Statement of Work (Schedule 11)

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

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

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

to be delivered with the Contractor's tender submission.

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be delivered with the Contractor's tender submission.

Condition 26 – Certificate of Conformity:

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

Yes

Applicable to Line Items:

Line item 5 of Schedule 2 (Schedule of Requirements)

If required, does the Contractor Deliverables require traceability throughout the supply chain?
No

Condition 28.b – Delivery by the Contractor:

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

Line item 5 of Schedule 2 (Schedule of Requirements)

Special Delivery Instructions:

Line item 5 to be delivered to:



Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

Line items 4 and 6 of Schedule 2 (Schedule of Requirements)

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 28.c.(4)):

Line Items: [] Address: []

Line Items: [] Address: []

Consignee details (in accordance with condition 22):

Line Items: [] Address: []

Line Items: [] Address: []

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required?

No

Pricing and Payment**Condition 35 – Contract Price:**

All Schedule 2 line items shall be Firm Price for the first three years of the Contract and Fixed thereafter, with the Variation of Price formula applied.

Termination**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

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

See Annex A to Schedule 3 (DEFFORM 111)

Annex A to Schedule 3 - Addresses and Other Information**1. Commercial Officer:**

Name: [REDACTED]
 Address: NH 3, Ash 2A, #3202,
 MoD Abbey Wood,
 Bristol, BS34 8JH
 Email: [REDACTED]

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

Name: [REDACTED]
 Address: NH 3, Ash 2A, #3202,
 MoD Abbey Wood,
 Bristol, BS34 8JH
 Email: [REDACTED]

3. Packaging Design Authority:

Organisation and point of contact:

(where no address is shown please contact the Project Team in Box 2)

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

(b) U.I.N

5. Drawings/Specifications are available from:

6. Intentionally Left Blank

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
 44 (0) 161 233 5397
- For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 44 (0) 161 233 5394

9. Consignment Instructions:

The items are to be consigned as follows:

To be detailed on individual purchase orders.

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 01869 256052 (select option 2, then option 3);

JSCS Fax No 01869 256837

[Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk)

11. The Invoice Paying Authority:

Ministry of Defence 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>

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:

[REDACTED]

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 – Contract Change Control Procedure

Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 707549452

Authority Changes

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
 - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
 - ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
 - b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,
- the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

- 8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
 - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
- 9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

- 10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
- 11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where

issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect)

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

13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 – Contractor's Commercially Sensitive Information Form (In accordance with condition 12)

Contract No: 707549452
Description of Contractor's Sensitive Information: <div>[REDACTED]</div> <div>[REDACTED]</div>
Cross Reference(s) to location of Sensitive Information: <div>[REDACTED]</div> <div>[REDACTED]</div>
Explanation of Sensitivity: <ul style="list-style-type: none">• <div>[REDACTED]</div><div>[REDACTED]</div><div>[REDACTED]</div><div>[REDACTED]</div>
Details of potential harm resulting from disclosure: <div>[REDACTED]</div>
Period of Confidence (if applicable): <div>[REDACTED]</div>
Contact Details for Transparency / Freedom of Information matters: <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>

Schedule 6 – Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: 707549452

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

Contract No: 707549452

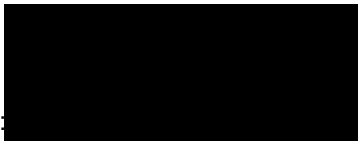
Contract Title: Obsolescence Rectification and Re-design of Transportable Manned Compression Chambers (TMCC) with In Service Support

Contractor: JFD Ltd

Date of Contract: Effective Date of Contract

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

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24 ☒.

Contractor's Signature: 

Name: 

Job Title: 

Date: 14 January 2025

* check box ☐ as appropriate

To be completed by the Authority

Domestic Management Code (DMC): []

NATO Stock Number: []

Contact Name: []

Contact Phone Number: []

Contact Address: []

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

To note: Safety Data Sheets can be found within document:
20250227_TMCC_707549452_Schedule 6_Safety Data Sheets

W.A. Hammond Drierite Co., LTD

Safety Data Sheet

1. PRODUCT AND COMPANY IDENTIFICATION

1.1 Product Identifiers

Product Name : Drierite, Indicating

Product Stock Numbers : 21001, 21005, 21025, 22001, 22005, 22025, 23001, 23005, 23025, 24001, 24005, 24025, 24035, 26800, 26840, 26930, 27068, 27069, 27070, 40207, 40451, 50068

Manufacturer : W.A. Hammond Drierite Co., LTD.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Identified Uses : Desiccant or Drying Agent

1.3 Details of the supplier of the safety data sheet

Company : [REDACTED]

Telephone : [REDACTED]

Website : [REDACTED]

1.4 Emergency telephone number

Emergency Phone# : [REDACTED]

2. HAZARDS IDENTIFICATION

2.1 Classification of the substance or mixture

GHS Classification in accordance with 29 CFR 1910 (OSHA HCS)

Eye Irritation (Category 2A), H319
Respiratory Sensitization (Category 1), H334
Skin Sensitization (Category 1), H317
Germ Cell Mutagenicity (Category 2), H341
Carcinogenicity (Category 2), H351
Reproductive Toxicity (Category 1B), H360
Acute Aquatic Toxicity (Category 2), H401
Chronic Aquatic Toxicity (Category 3), H412

For the full text of the H-Statements mentioned in this section, see Section 16.

2.2 GHS Label elements, including precautionary statements

Pictogram



Signal Word

Danger

Hazard Statement(s)

H317

May cause an allergic skin reaction.

2.2 Continued

H319	Causes serious eye irritation.
H334	May cause allergy or asthma symptoms or breathing difficulties if inhaled.
H341	Suspected of causing genetic defects.
H351	Suspected of causing cancer.
H360	May damage fertility or the unborn child.
H401	Toxic to aquatic life.
H412	Harmful to aquatic life with long lasting effects.
Precautionary Statement(s)	
P201	Obtain special instructions before use.
P202	Do not handle until all safety precautions have been read and understood.
P261	Avoid breathing dust, fumes, gas, mist, vapors, or fumes.
P264	Wash skin thoroughly after handling.
P272	Contaminated work clothing should not be allowed out of the workplace.
P273	Avoid release to the environment.
P280	Wear protective gloves/eye protection/face protection
P285	In case of inadequate ventilation wear respiratory protection.
P302 + P352	IF ON SKIN: Wash with plenty of soap and water.
P304 + P341	IF INHALED: If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing.
P305 + P351 + P338	IF IN EYES: Remove contacts, rinse cautiously with water for several minutes.
P308 + P313	If exposed or concerned: Seek medical advice.
P333 + P313	If skin irritation persists: Seek medical attention.
P337 + P313	If eye irritation persists: Seek medical attention.
P363	Wash contaminated clothing before reuse.
P405	Store in a secure location.
P501	Dispose of contents/container to an approved waste disposal plant.

2.3 Hazards not otherwise classified (HNOC) or not covered by GHS - None

3. COMPOSITION/ INFORMATION ON INGREDIENTS

3.1 Substances

Indicating Drierite Contents : CaSO₄ ≥98% + CoCl₂ <2%

Non Hazardous Components

Component	Classification	Concentration
Calcium Sulfate		
CAS-No. 7778-18-9		≥98%
EC-No. 231-900-3		

3.1 Continued

Hazardous Components

Component	Classification	Concentration
Cobalt Dichloride		
CAS-No. 7646-79-9 EC-No. 231-589-4 Index-No. 027-004-00-5	Acute Tox. 4; Eye Dam. 1; Resp. Sens. 1; Skin Sens. 1; Muta. 2; Carc. 1B; Repr. 1B; Aquatic Acute 1; Aquatic Chronic 1; H302, H317, H318, H334, H341, H350, H360, H410	<2%

For the full text of the H-Statements mentioned in this Section, see Section 16.

4. FIRST AID MEASURES

4.1 Description of First Aid Measures

General Advice

Move out of dangerous area. Consult a physician.

Inhalation

Move person into fresh air. Seek medical advice.

Skin Contact

Wash off with soap and water. If irritation develops consult a physician.

Eye Contact

Rinse thoroughly with water for at least 15 minutes. If irritation develops consult a physician.

Ingestion

Never give anything by mouth to an unconscious person. Rinse mouth with water. Consult a physician

4.2 Most important symptoms and effects, both acute and delayed

The most important known symptoms and effects are described in the labeling (see section 2.2) and/or in section 11.

4.3 Indication of any immediate medical attention and special treatment needed

No data available

5. FIREFIGHTING MEASURES

5.1 Suitable Extinguishing Media

Use water spray, alcohol resistant foam, dry chemical or carbon dioxide.

5.2 Special hazards arising from the substance or mixture

Sulfur Oxides, Hydrogen Chloride Gas, Cobalt/Cobalt Oxides, Calcium Oxide

5.3 Advice for firefighters

Wear self contained breathing apparatus for fire fighting if necessary.

5.4 Further Information

No data available

6. ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment, and emergency procedures

Use personal protective equipment. Avoid dust formation. Avoid breathing vapors, mist, or gas. Ensure adequate ventilation. For personal protection see section 8.

- 6.2 Environmental precautions**
Prevent further leakage or spillage if safe to do so. Do not let product enter drains. Discharge into the environment must be avoided.
- 6.3 Methods and materials for containment and cleaning up**
Remove without creating dust. Keep in suitable containers for disposal.
- 6.4 Reference to other sections**
For disposal see section 13.

7. HANDLING AND STORAGE

- 7.1 Precautions for safe handling**
Avoid contact with skin and eyes. Avoid formation of dust and aerosols. Provide appropriate exhaust ventilation at places where dust is formed. For precautions see section 2.2.
- 7.2 Conditions for safe storage, including any incompatibilities**
Moisture sensitive. Keep container tightly closed in a dry and well-ventilated place.
Storage class (TRGS 510): Non-combustible, acute toxic Cat. 3/Toxic Hazardous materials or hazardous materials causing chronic effects.
- 7.3 Specific end use(s)**
Apart from the uses mentioned in section 1.2 no other specific uses are stipulated.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters

Components with workplace control parameters

Component	CAS-No.	Value	Control Parameters	Basis
Calcium Sulfate	7778-18-9	TWA	15.000000 mg/m3	USA. Occupational Exposure Limits (OSHA) – Table Z-1 Limits for Air Contaminants
		TWA	5.000000 mg/m3	USA. Occupational Exposure Limits (OSHA) – Table-Z-1 Limits for Air Contaminants
		TWA	10.000000 mg/m3	USA. ACGIH Threshold Limit Values (TLV)
	Remarks	Nasal Symptoms		
		TWA	5.000000 mg/m3	USA. NIOSH Recommended Exposure Limits
		Gypsum is the dihydrate form & Plaster of Paris is the hemihydrate form.		
		TWA	10.000000 mg/m3	USA. NIOSH Recommended Exposure Limits
		Gypsum is the dihydrate form & Plaster of Paris is the hemihydrate form.		
		TWA	10.000000 mg/m3	USA. ACGIH Threshold Limit Values (TLV)
	Remarks	Nasal Symptoms		
Cobalt Dichloride	7646-79-9	TWA	0.020000 mg/m3	USA. ACGIH Threshold Limit Values (TLV)
		Pulmonary Function Asthma Myocardial Effects Substances for which there is a Biological Exposure Index or Indices (See BEI® section) Confirmed animal carcinogen with unknown relevance to humans		

8.2 Exposure Controls

Appropriate engineering controls

Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of workday.

Personal protective equipment

Eye/Face Protection

Safety glasses with side-shields conforming to EN166. Use equipment for eye protection and approved under appropriate government standards such as NIOSH (US) or EN (EU).

Skin Protection

Handle with gloves. Gloves must be inspected prior to use. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product. Dispose of contaminated gloves after use in accordance with applicable laws and good laboratory practices. Wash and dry hands.

Body Protection

Protective work clothing.

Respiratory Protection

For nuisance exposures use type P95 (US) or type P1 (EU EN 143) particle respirator. For higher level protection use type OV/AG/P99 (US) or type ABEK-P2 (EU EN 143) respirator cartridges. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Control of Environmental Exposure

Prevent further leakage or spillage if safe to do so. Do not let product enter drains. Discharge into environment must be avoided.

9. PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on Basic Physical and Chemical Properties

A) Appearance	Form: Granular Color: Blue/Pink
B) Odor	No Data Available
C) Odor Threshold	No Data Available
D) pH	No Data Available
E) Melting Point/Freezing Point	No Data Available
F) Initial Boiling Point and Boiling Range	No Data Available
G) Flash Point	No Data Available
H) Evaporation Rate	No Data Available
I) Flammability (Solid, Gas)	No Data Available
J) Upper/Lower Flammability or Explosive Limits	No Data Available
K) Vapor Pressure	Not Applicable

9.1 Continued

L) Vapor Density	No Data Available
M) Relative Density	65 lb/cuft
N) Water Solubility	No Data Available
O) Partition Coefficient: N- Octanol/Water	No Data Available
P) Auto-Ignition Temperature	No Data Available
Q) Decomposition Temperature	No Data Available
R) Viscosity	No Data Available
S) Explosive Properties	No Data Available
T) Oxidizing Properties	No Data Available

9.2 Other Safety Information

No Data Available

10. STABILITY AND REACTIVITY

10.1 Reactivity

No Data Available

10.2 Chemical Stability

Stable under recommended storage conditions.

10.3 Possibility of Hazardous Reactions

No Data Available

10.4 Conditions to Avoid

Exposure to moisture may affect product quality.

10.5 Incompatible Materials

Oxidizing Agents, Alkali Metals, Ammonia (NH₃)

10.6 Hazardous Decomposition Products

SO₃ @ 1450 C° Cl₂ @ 318 C°

In the event of a fire: See section 5

11. TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects

Acute Toxicity No Data Available

Inhalation: No Data Available

Dermal: No Data Available

Skin Corrosion/Irritation

No Data Available

11.1 Continued

Serious Eye Damage/Eye Irritation

No Data Available

Respiratory or Skin Sensitisation

No Data Available

Germ Cell Mutagenicity

No Data Available

Carcinogenicity

IARC: 2B – Group 2B: Possibly carcinogenic to humans (Cobalt dichloride)

NTP: No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

OSHA: No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

Reproductive Toxicity

No Data Available

Specific Target Organ Toxicity – Single Exposure

No Data Available

Specific Target Organ Toxicity – Repeated Exposure

No Data Available

Aspiration Hazard

No Data Available

Additional Information

RTECS: Not Available

To the best of our knowledge, the chemical, physical, and toxicological properties have not been thoroughly investigated.

12. ECOLOGICAL INFORMATION

12.1 Toxicity

No Data Available

12.2 Persistence and Degradability

No Data Available

12.3 Bioaccumulative Potential

No Data Available

12.4 Mobility in Soil

No Data Available

12.5 Results of PBT and vPvB Assessment

PBT/vPvB Assessment not Available as chemical safety assessment not required/ not conducted.

12.6 Other Adverse Effects

Toxic to aquatic life with long lasting effects.

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

13. DISPOSABLE CONSIDERATIONS**13.1 Waste Treatment Methods****Product**

These disposal guidelines are intended for the disposal of catalog size quantities only. Federal regulations may apply to empty container. State and/or local regulations may be different. Dispose of in accordance with all local, state, and federal regulations or contract with a licensed chemical disposal agency.

Contaminated Packaging

Dispose of as unused product.

14. TRANSPORT INFORMATION**DOT (US)**

Not Dangerous Goods

IMDG

UN number: 3077 Class: 9 Packing Group: III EMS-No: F-A, S-F
Proper shipping name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.
(Cobalt dichloride) Marine Pollutant: Yes Product falls under IMDG Code 3.3, Special
Provision 969 which allows product to be shipped "not restricted". **See further
information***

IATA

UN number: 3077 Class: 9 Packing Group: III EMS-No: F-A, S-F
Proper shipping name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.
(Cobalt dichloride) Marine Pollutant: Yes Product falls under Special Provision A197 which
allows product to be shipped "not restricted". **See further information**

Further Information

**Special Provision A197-is a special provision assigned to environmentally hazardous substances, UN 3077 and UN 3082 that allows these substances to be shipped as "not restricted" provided that the net quantity in any receptacle does not exceed 5 kg per package and the packaging used meets defined standards.

***IMDG Code 3.3, Special Provision 969 is a special provision assigned to environmentally hazardous substances, UN 3077 and UN 3082 that allows these substances to be shipped as "not restricted" provided that the net quantity in any receptacle does not exceed 5 kg per package and the packaging used meets defined standards.

15. REGULATORY INFORMATION**SARA 302 Components**

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 Components

SARA 313: The following components are subject to reporting levels established by SARA Title III, Section 313:

Cobalt Dichloride

CAS No. 7646-79-9

Revision Date: 2009-07-17

SARA 311/312 Hazards

Acute Health Hazard, Chronic Health Hazard

Massachusetts Right to Know Components

Calcium Sulfate

CAS No. 7778-18-9

Revision Date: 1994-04-01

Section 15 Continued**Pennsylvania Right to Know Components**

Calcium Sulfate

CAS-No. 7778-18-9

Revision Date: 1994-04-01

New Jersey Right to Know Components

Calcium Sulfate

CAS-No. 7778-18-9

Revision Date: 1994-04-01

California Prop. 65 Components

This product does not contain any chemicals known to the State of California to cause cancer, birth defects or any other reproductive harm.

U.S. Federal**TSCA**

CAS# 7646-79-9 is listed on the TSCA Inventory.

CAS# 7778-18-9 is listed on the TSCA Inventory.

WHMIS Rating

Hazard Class

D-2A Very Toxic Material

Pictogram



16. OTHER INFORMATION**Full text of H-Statements referred to under sections 2 and 3.**

H319

Causes serious eye irritation.

HMIS Rating

Health Hazard:

2

Chronic Health Hazard:

*

Flammability:

0

Physical Hazard:

0

NFPA Rating

Health Hazard:

2

Fire Hazard:

0

Reactivity Hazard:

0

Further Information

Copyright 2019 W.A. Hammond Drierite Co., LTD. License granted to make unlimited paper copies for internal use only. The above information is believed to be correct but does not purport to be all inclusive and shall be used only as a guide. The information in this document is based on the present state of our knowledge and is applicable to the product with regard to appropriate safety precautions. It does not represent any guarantee of the properties of the product. W.A. Hammond Drierite Co., LTD. and its affiliates shall not be held liable for any damage resulting from handling or from contact with the above product. See www.drierite.com.

Preparation Information:

[REDACTED]

Helium, compressed

Safety Data Sheet

according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2015/830
Reference number: EIGA061A
Issue date: 16/01/2013 Revision date: 20/11/2024 Supersedes version of: 11/04/2024 Version: 1.10

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form	: Substance
Name	: Helium, compressed
Trade name	: Helium 4.6, Helium 5.0, Helium 5.3, Helium 6.0, Helium 7.0, Helium for balloon, Helium for balloon and Helium technically in Trailer
EC-No.	: 231-168-5
CAS-No.	: 7440-59-7
REACH registration No	: Listed in Annex IV / V REACH, exempted from registration.
Product code	: 000010021690
Formula	: He
REACH authorisation exemptions	: Exempted from REACH registration

1.2. Relevant identified uses of the substance or mixture and uses advised against

1.2.1. Relevant identified uses

Relevant identified uses	: Industrial and professional uses. Perform risk assessment prior to use. Consumer use. Test gas/Calibration gas. Laboratory use. Purge gas, diluting gas, inerting gas. Shield gas for welding processes. Use for manufacture of electronic/photovoltaic components. Contact supplier for more information on uses.
Use of the substance/mixture	: Balance gas for mixtures. Balloon gas. Carrier gas. Combustion, melting and cutting processes. Pressure head gas, operational assist gas in pressure systems. Process gas. Professional diving. Laser gas.

1.2.2. Uses advised against

Uses advised against	: Do not inhale product on purpose because of the risk of asphyxiation. Uses other than those listed above are not supported, contact your supplier for more information on other uses.
----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1.3. Details of the supplier of the safety data sheet

██████████
██████████████████
██████████████
██████████
██████████
██████████████

1.4. Emergency telephone number

Emergency number	: ██████████
------------------	--------------

Helium, compressed

Safety Data Sheet

according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2015/830

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Physical hazards Gases under pressure : Compressed gas H280

Full text of H- and EUH-statements: see section 16

Adverse physicochemical, human health and environmental effects

No additional information available

2.2. Label elements

Labelling according to Regulation (EC) No. 1272/2008 [CLP]

Hazard pictograms (CLP)

:



GHS04

Signal word (CLP) : Warning

Hazard statements (CLP) : H280 - Contains gas under pressure; may explode if heated.

Precautionary statements (CLP)

- Storage : P403 - Store in a well-ventilated place.

Supplemental information : Do not inhale product on purpose because of the risk of asphyxiation.
Asphyxiant in high concentrations.

2.3. Other hazards

Other hazards : Asphyxiant in high concentrations. The substance/mixture has no endocrine disrupting properties.

SECTION 3: Composition/information on ingredients

3.1. Substances

Name	Product identifier	%	Classification according to Regulation (EC) No. 1272/2008 [CLP]
Helium, compressed	CAS-No.: 7440-59-7 EC-No.: 231-168-5 REACH-no: *1	100	Press. Gas (Comp.). H280

Full text of H- and EUH-statements: see section 16

Contains no other components or impurities which will influence the classification of the product.

**1: Listed in Annex IV/V REACH, exempted from registration.*

**3: Registration not required: Substance manufactured or imported < 1t/y.*

3.2. Mixtures

Not applicable

Helium, compressed

Safety Data Sheet

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SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Remove victim to uncontaminated area wearing self contained breathing apparatus. Keep victim warm and rested. Call a doctor. Perform cardiopulmonary resuscitation if breathing stopped.
First-aid measures after skin contact	: Adverse effects not expected from this product.
First-aid measures after eye contact	: Adverse effects not expected from this product.
First-aid measures after ingestion	: Ingestion is not considered a potential route of exposure.

4.2. Most important symptoms and effects, both acute and delayed

Most important symptoms and effects, both acute and delayed	In high concentrations may cause asphyxiation. Symptoms may include loss of mobility/consciousness. Victim may not be aware of asphyxiation. See section 11.
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4.3. Indication of any immediate medical attention and special treatment needed

None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Water spray or fog. Product does not burn, use fire control measures appropriate for the surrounding fire.
Unsuitable extinguishing media	: Do not use water jet to extinguish.

5.2. Special hazards arising from the substance or mixture

Reactivity in case of fire	: No reactivity hazard other than the effects described in sub-sections below.
Specific hazards	: Exposure to fire may cause containers to rupture/explode.
Hazardous combustion products	: None.

5.3. Advice for firefighters

Specific methods	: Use fire control measures appropriate for the surrounding fire. Exposure to fire and heat radiation may cause gas receptacles to rupture. Cool endangered receptacles with water spray jet from a protected position. Prevent water used in emergency cases from entering sewers and drainage systems. If possible, stop flow of product. Use water spray or fog to knock down fire fumes if possible. Move containers away from the fire area if this can be done without risk.
Special protective equipment for fire fighters	: In confined space use self-contained breathing apparatus. Standard protective clothing and equipment (Self Contained Breathing Apparatus) for fire fighters. Standard EN 469 - Protective clothing for firefighters. Standard - EN 659: Protective gloves for firefighters. Standard EN 137 - Self-contained open-circuit compressed air breathing apparatus with full face mask.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures	: Act in accordance with local emergency plan. Try to stop release. Evacuate area. Ensure adequate air ventilation. Stay upwind. See section 8 of the SDS for more information on personal protective equipment.
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6.1.2. For emergency responders

Emergency procedures : Wear self-contained breathing apparatus when entering area unless atmosphere is proved to be safe. Oxygen detectors should be used when asphyxiating gases may be released. See section 5.3 of the SDS for more information.

6.2. Environmental precautions

Try to stop release.

6.3. Methods and material for containment and cleaning up

Methods and material for containment and cleaning up : Ventilate area.

6.4. Reference to other sections

See also sections 8 and 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Safe use of the product : The product must be handled in accordance with good industrial hygiene and safety procedures.
Only experienced and properly instructed persons should handle gases under pressure.
Consider pressure relief device(s) in gas installations.
Ensure the complete gas system was (or is regularly) checked for leaks before use.
Do not smoke while handling product.
Use only properly specified equipment which is suitable for this product, its supply pressure and temperature. Contact your gas supplier if in doubt.
Avoid suck back of water, acid and alkalis.
Do not breathe gas.
Avoid release of product into work area.

Safe handling of the gas receptacle : Refer to supplier's container handling instructions.
Do not allow backfeed into the container.
Protect containers from physical damage: do not drag, roll, slide or drop.
When moving cylinders, even for short distances, use a cart (trolley, hand truck, etc.) designed to transport cylinders.
Leave valve protection caps in place until the container has been secured against either a wall or bench or placed in a container stand and is ready for use.
If user experiences any difficulty operating valve discontinue use and contact supplier.
Never attempt to repair or modify container valves or safety relief devices.
Damaged valves should be reported immediately to the supplier.
Keep container valve outlets clean and free from contaminants particularly oil and water.
Replace valve outlet caps or plugs and container caps where supplied as soon as container is disconnected from equipment.
Close container valve after each use and when empty, even if still connected to equipment.
Never attempt to transfer gases from one cylinder/container to another.
Never use direct flame or electrical heating devices to raise the pressure of a container.
Do not remove or deface labels provided by the supplier for the identification of the content of the container.
Suck back of water into the container must be prevented.
Open valve slowly to avoid pressure shock.

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7.2. Conditions for safe storage, including any incompatibilities

Conditions for safe storage, including any incompatibilities

: Observe all regulations and local requirements regarding storage of containers.
Containers should not be stored in conditions likely to encourage corrosion.
Container valve guards or caps should be in place.
Containers should be stored in the vertical position and properly secured to prevent them from falling over.
Stored containers should be periodically checked for general condition and leakage.
Keep container below 50°C in a well ventilated place.
Store containers in location free from fire risk and away from sources of heat and ignition.
Keep away from combustible materials.

7.3. Specific end use(s)

None.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

8.1.1 National occupational exposure and biological limit values

No additional information available

8.1.2. Recommended monitoring procedures

No additional information available

8.1.3. Air contaminants formed

No additional information available

8.1.4. DNEL and PNEC

Helium, compressed (7440-59-7)

DNEL/DMEL (additional information)

Additional information

None available.

PNEC (additional information)

Additional information

None available.

Additional information

: None available.

8.1.5. Control banding

No additional information available

8.2. Exposure controls

8.2.1. Appropriate engineering controls

Appropriate engineering controls:

Provide adequate general and local exhaust ventilation. Oxygen detectors should be used when asphyxiating gases may be released. Systems under pressure should be regularly checked for leakages. Consider the use of a work permit system e.g. for maintenance activities.

8.2.2. Personal protection equipment

Personal protective equipment:

A risk assessment should be conducted and documented in each work area to assess the risks related to the use of the product and to select the PPE that matches the relevant risk. The following recommendations should be considered: PPE compliant to the recommended EN/ISO standards should be selected.

Personal protective equipment symbol(s):



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8.2.2.1. Eye and face protection

Eye protection:

Wear safety glasses with side shields.

Standard EN 166 – Personal eye-protection – specifications

8.2.2.2. Skin protection

Hand protection:

Wear working gloves when handling gas containers.

Standard EN 388 – Protective gloves against mechanical risks, performance level 1 or higher.

Other skin protection

Wear safety shoes while handling containers.

Standard EN ISO 20345 – Personal protective equipment – Safety footwear.

Other information:

Wear safety shoes while handling containers.

Standard EN ISO 20345 – Personal protective equipment – Safety footwear.

8.2.2.3. Respiratory protection

Respiratory protection:

Self contained breathing apparatus (SCBA) or positive pressure airline with mask are to be used in oxygen-deficient atmospheres.

Self contained breathing apparatus is recommended, where unknown exposure may be expected, e.g. during maintenance activities on installation systems.

Standard EN 137 – Self-contained open-circuit compressed air breathing apparatus with full face mask.

8.2.2.4. Thermal hazards

Thermal hazard protection:

None in addition to the above sections.

8.2.3. Environmental exposure controls

Environmental exposure controls:

None necessary.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Appearance	
Molecular mass	: 4 g/mol
Physical state	: Gas
Form	: Compressed gas
Colour	: Colourless.
Odour	: Odourless.
Odour threshold	: Odour threshold is subjective and inadequate to warn of overexposure.
pH	: Not applicable for gases and gas mixtures.
Relative evaporation rate (butylacetate=1)	: No data available
Melting point	: -272 °C
Freezing point	: No data available
Boiling point	: -269 °C
Flash point	: Not applicable for gases and gas mixtures.
Critical temperature	: -268 °C
Auto-ignition temperature	: Non flammable.
Decomposition temperature	: Not applicable.
Flammability (solid, gas)	: Non flammable.
Vapour pressure	: Not applicable.
Vapour pressure at 50°C	: Not applicable.
Critical pressure	: 230 kPa
Relative vapour density at 20°C	: Not applicable.
Relative density	: Not applicable.

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Density	: Not applicable for gases and gas mixtures.
Relative gas density	: 0.14
Solubility in water	: 1.5 mg/l
Partition coefficient n-octanol/water (Log Pow)	: Not applicable for gas mixtures.
Partition coefficient n-octanol/water (Log Kow)	: Not applicable for inorganic products.
Viscosity, kinematic	: No reliable data available.
Viscosity, dynamic	: 0.025 mPa·s No reliable data available.
Explosive properties	: No data available
Oxidising properties	: No oxidising properties.
Explosive limits	: Not known.
Lower explosive limit (LEL)	: Not applicable.
Upper explosive limit (UEL)	: Not applicable.
Particle characteristics	: Not applicable for gases and gas mixtures. Nanoforms are not relevant for gases and gas mixtures.

9.2. Other information

Gas group	: Compressed gas
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SECTION 10: Stability and reactivity

10.1. Reactivity

No reactivity hazard other than the effects described in sub-sections below.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

None.

10.4. Conditions to avoid

Avoid moisture in installation systems.

10.5. Incompatible materials

For additional information on compatibility refer to ISO 11114.

10.6. Hazardous decomposition products

None.

SECTION 11: Toxicological information

11.1 Information on toxicological effects

Acute toxicity	: No known toxicological effects from this product.
Acute toxicity (dermal)	: Not classified
Acute toxicity (inhalation)	: Not classified
Skin corrosion/irritation	: No known effects from this product. pH: Not applicable for gases and gas mixtures.
Serious eye damage/irritation	: No known effects from this product. pH: Not applicable for gases and gas mixtures.
Respiratory or skin sensitisation	: No known effects from this product.
Germ cell mutagenicity	: No known effects from this product.
Carcinogenicity	: No known effects from this product.
Reproductive toxicity	: Not classified
Toxic for reproduction : Fertility	: No known effects from this product.

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Toxic for reproduction : unborn child	: No known effects from this product.
STOT-single exposure	: No known effects from this product.
STOT-repeated exposure	: No known effects from this product.
Aspiration hazard	: Not applicable for gases and gas mixtures.

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Viscosity, kinematic	No reliable data available.
Other information	: The substance/mixture has no endocrine disrupting properties.

SECTION 12: Ecological information

12.1. Toxicity

Assessment	: No ecological damage caused by this product.
Hazardous to the aquatic environment, short-term (acute)	: Not classified
Hazardous to the aquatic environment, long-term (chronic)	: Not classified
Not rapidly degradable	

Helium, compressed (7440-59-7)

LC50 96 h - Fish [mg/l]	No data available.
EC50 48h - Daphnia magna [mg/l]	No data available.
EC50 72h - Algae [mg/l]	No data available.

12.2. Persistence and degradability

Helium, compressed (7440-59-7)

Assessment	No ecological damage caused by this product.
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12.3. Bioaccumulative potential

Helium, compressed (7440-59-7)

Partition coefficient n-octanol/water (Log Pow)	Not applicable for gas mixtures.
Partition coefficient n-octanol/water (Log Kow)	Not applicable for inorganic products.
Assessment	No ecological damage caused by this product.

12.4. Mobility in soil

Helium, compressed (7440-59-7)

Assessment	No ecological damage caused by this product.
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12.5. Results of PBT and vPvB assessment

Assessment	: Not classified as PBT or vPvB.
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12.6. Other adverse effects

Other adverse effects	: No known effects from this product.
Assessment	: The substance/mixture has no endocrine disrupting properties.
Effect on the ozone layer	: No effect on the ozone layer.
Effect on global warming	: None.

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SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods : May be vented to atmosphere in a well ventilated place. Do not discharge into any place where its accumulation could be dangerous. Return unused product in original container to supplier.






List of hazardous waste codes (from Commission Decision 2000/532/EC as amended) : 16 05 05 : Gases in pressure containers other than those mentioned in 16 05 04.

13.2. Additional information

External treatment and disposal of waste should comply with applicable local and/or national regulations.

SECTION 14: Transport information

In accordance with ADR / IMDG / IATA / ADN / RID

ADR	IMDG	IATA	ADN	RID
14.1. UN number				
UN 1046	UN 1046	UN 1046	UN 1046	UN 1046
14.2. UN proper shipping name				
HELIUM, COMPRESSED	HELIUM, COMPRESSED	Helium, compressed	HELIUM, COMPRESSED	HELIUM, COMPRESSED
Transport document description				
UN 1046 HELIUM, COMPRESSED, 2.2, (E)	UN 1046 HELIUM, COMPRESSED, 2.2	UN 1046 Helium, compressed, 2.2	UN 1046 HELIUM, COMPRESSED, 2.2	UN 1046 HELIUM, COMPRESSED, 2.2
14.3. Transport hazard class(es)				
2.2	2.2	2.2	2.2	2.2
				
14.4. Packing group				
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
14.5. Environmental hazards				
Dangerous for the environment: No	Dangerous for the environment: No Marine pollutant: No	Dangerous for the environment: No	Dangerous for the environment: No	Dangerous for the environment: No
No supplementary information available				

14.6. Special precautions for user

Special transport precautions : Avoid transport on vehicles where the load space is not separated from the driver's compartment. Ensure vehicle driver is aware of the potential hazards of the load and knows what to do in the event of an accident or an emergency. Before transporting product containers: - Ensure there is adequate ventilation. - Ensure that containers are firmly secured. - Ensure valve is closed and not leaking. - Ensure valve outlet cap nut or plug (where provided) is correctly fitted. - Ensure valve protection device (where provided) is correctly fitted.

Overland transport

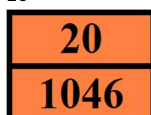
Classification code (ADR) : 1A

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Special provisions (ADR)	: 378, 392, 653, 662
Limited quantities (ADR)	: 120ml
Excepted quantities (ADR)	: E1
Packing instructions (ADR)	: P200
Mixed packing provisions (ADR)	: MP9
Portable tank and bulk container instructions (ADR)	: (M)
Tank code (ADR)	: CxBN(M)
Tank special provisions (ADR)	: TA4, TT9
Vehicle for tank carriage	: AT
Transport category (ADR)	: 3
Special provisions for carriage - Loading, unloading and handling (ADR)	: CV9, CV10, CV36
Hazard identification number (Kemler No.)	: 20
Orange plates	:



Tunnel restriction code (ADR)	: E
EAC code	: 2T

Transport by sea

Special provisions (IMDG)	: 378
Limited quantities (IMDG)	: 120 ml
Excepted quantities (IMDG)	: E1
Packing instructions (IMDG)	: P200
EmS-No. (Fire)	: F-C
EmS-No. (Spillage)	: S-V
Stowage category (IMDG)	: A
Properties and observations (IMDG)	: Inert gas. Much lighter than air (0.14).

Air transport

PCA Excepted quantities (IATA)	: E1
PCA Limited quantities (IATA)	: FORBIDDEN
PCA limited quantity max net quantity (IATA)	: FORBIDDEN
PCA packing instructions (IATA)	: 200
PCA max net quantity (IATA)	: 75kg
CAO packing instructions (IATA)	: 200
CAO max net quantity (IATA)	: 150kg
Special provisions (IATA)	: A69, A202
ERG code (IATA)	: 2L

Inland waterway transport

Classification code (ADN)	: 1A
Special provisions (ADN)	: 378, 392, 653, 662
Limited quantities (ADN)	: 120 ml
Excepted quantities (ADN)	: E1
Equipment required (ADN)	: PP
Number of blue cones/lights (ADN)	: 0

Rail transport

Classification code (RID)	: 1A
Special provisions (RID)	: 378, 392, 653, 662
Limited quantities (RID)	: 120ml
Excepted quantities (RID)	: E1
Packing instructions (RID)	: P200
Mixed packing provisions (RID)	: MP9
Portable tank and bulk container instructions (RID)	: (M)
Tank codes for RID tanks (RID)	: CxBN(M)
Special provisions for RID tanks (RID)	: TA4, TT9
Transport category (RID)	: 3

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Special provisions for carriage – Loading, unloading and handling (RID) : CW9, CW10, CW36
Colis express (express parcels) (RID) : CE3
Hazard identification number (RID) : 20

14.7. Transport in bulk according to Annex II of Marpol and the IBC Code

IBC code : Not applicable.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

15.1.1. EU-Regulations

REACH Annex XVII (Restriction List)

Not listed on REACH Annex XVII

REACH Annex XIV (Authorisation List)

Not listed on REACH Annex XIV (Authorisation List)

REACH Candidate List (SVHC)

Not listed on the REACH Candidate List

PIC Regulation (Prior Informed Consent)

Not listed on the PIC list (Regulation EU 649/2012)

POP Regulation (Persistent Organic Pollutants)

Not listed on the POP list (Regulation EU 2019/1021)

Ozone Regulation (1005/2009)

Not listed on the Ozone Depletion list (Regulation EU 1005/2009)

VOC Directive (2004/42)

Restrictions on use : None.

Seveso Directive (Disaster Risk Reduction)

Seveso Directive : 2012/18/EU (Seveso III) : Not covered.

Explosives Precursors Regulation (2019/1148)

Contains no substance(s) listed on the Explosives Precursors list (Regulation EU 2019/1148 on the marketing and use of explosives precursors)

Drug Precursors Regulation (273/2004)

Contains no substance(s) listed on the Drug Precursors list (Regulation EC 273/2004 on the manufacture and the placing on market of certain substances used in the illicit manufacture of narcotic drugs and psychotropic substances)

15.1.2. National regulations

Ensure all national/local regulations are observed.

Safety data sheet in accordance with commission regulation (EU) No 2020/878.

Council Directive 89/391/EEC on the introduction of measures to encourage improvements in the safety and health of workers at work

Directive 2016/425/EEC on personal protective equipment

Directive 2014/34/EU on equipment and protective systems intended for use in potentially explosive atmospheres (ATEX)

Only products that comply with the food regulations (EC) No. 1333/2008 and (EU) No. 231/2012 and are labelled as such may be used as food additives.

This Safety Data Sheet has been produced to comply with Regulation (EU) 2015/830.

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United Kingdom

British National Regulations

: Dangerous Substances and Explosive Atmospheres Regulations (DSEAR 2002 No. 2776).
Management of Health and Safety at Work Regulations (1999 No. 3242).
The Regulatory Reform (Fire Safety) Order 2005 (2005 No. 1541).
Control of Substances Hazardous to Health Regulations (COSHH, 2002 No. 2677).
Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations (EPS, 1996 No. 192).
Provision and Use of Work Equipment Regulations (PUWER, 1998 No. 2306).
Personal Protective Equipment Regulations (1992 No. 2966).
Control of Major Accident Hazards Regulations (COMAH, 2015 No. 483).
Chemical Hazards Information and Packaging for Supply (CHIP, 1994 No. 3247).
Pressure Systems Safety Regulations (PSSR, 2000 No. 128).
Only products that comply with the food regulations (EC) No. 1333/2008 and (EU) No. 231/2012 and are labelled as such may be used as food additives.

15.2. Chemical safety assessment

A CSA does not need to be carried out for this product.

SECTION 16: Other information

Indication of changes:

Safety data sheet in accordance with commission regulation (EU) No 2020/878.

Abbreviations and acronyms:

ADN	European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways
	ADR - Agreement concerning the International Carriage of Dangerous Goods by Road
	ATE - Acute Toxicity Estimate
BLV	Biological limit value
BOD	Biochemical oxygen demand (BOD)
CAO	Cargo Aircraft only / Cargo Aircraft only
CAS-No.	Chemical Abstract Service number
	CLP - Classification Labelling Packaging Regulation; Regulation (EC) No 1272/2008
COD	Chemical oxygen demand (COD)
	CSA - Chemical Safety Assessment
DMEL	Derived Minimal Effect level
DNEL	Derived-No Effect Level
EC50	Median effective concentration
EC	European Inventory of Existing Commercial Chemical Substances
ED	Endocrine disrupting properties
	EINECS - European Inventory of Existing Commercial Chemical Substances
EN	European Standard
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
IOELV	Indicative Occupational Exposure Limit Value
LC50	Median lethal concentration

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Abbreviations and acronyms:

LD50	Median lethal dose
LOAEL	Lowest Observed Adverse Effect Level
NOAEC	No-Observed Adverse Effect Concentration
NOAEL	No-Observed Adverse Effect Level
NOEC	No-Observed Effect Concentration
N.O.S.	Not Otherwise Specified
OECD	Organisation for Economic Co-operation and Development
OEL	Occupational Exposure Limit
PBT	Persistent Bioaccumulative Toxic
PCA	Passenger and Cargo Aircraft / Passenger and Cargo Aircraft
PNEC	Predicted No-Effect Concentration
	PPE - Personal Protection Equipment
REACH	Registration, Evaluation, Authorisation and Restriction of Chemicals Regulation (EC) No 1907/2006
RID	Regulations concerning the International Carriage of Dangerous Goods by Rail
	RMM - Risk Management Measures
STP	Sewage treatment plant
ThOD	Theoretical oxygen demand (ThOD)
TLM	Median Tolerance Limit
TRGS	Technical Rules for Hazardous Substances
STOT-RE	Specific Target Organ Toxicity-Repeated Exposure
STOT-SE	Specific Target Organ Toxicity-Single Exposure
UFI	Unique Formula Identifier
	UN - United Nations
VOC	Volatile Organic Compounds
vPvB	Very Persistent and Very Bioaccumulative
WGK	Water Hazard Class

Training advice : The hazard of asphyxiation is often overlooked and must be stressed during operator training. For more guidance, refer to EIGA SL 01 "Dangers of Asphyxiation", downloadable at <http://www.eiga.eu..>

Other information : Classification in accordance with the procedures and calculation methods of Regulation (EC) 1272/2008 (CLP). Key literature references and sources of data are maintained in EIGA doc 169 : 'Classification and Labelling Guide', downloadable at <http://www.Eiga.eu> .

Full text of H- and EUH-statements:

H280	Contains gas under pressure; may explode if heated.
Press. Gas (Comp.)	Gases under pressure : Compressed gas

The classification complies with : ATP 12

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DISCLAIMER OF LIABILITY

: Before using this product in any new process or experiment, a thorough material compatibility and safety study should be carried out.
Details given in this document are believed to be correct at the time of going to press.
Whilst proper care has been taken in the preparation of this document, no liability for injury or damage resulting from its use can be accepted.

Safety Data Sheet (SDS), EU GB

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

End of document

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according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2015/830
Reference number: EIGA097A
Issue date: 16/01/2013 Revision date: 04/10/2024 Supersedes version of: 04/10/2024 Version: 2.3

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form	: Substance
Name	: Oxygen, compressed
Trade name	:
EC Index-No.	: 008-001-00-8
EC-No.	: 231-956-9
CAS-No.	: 7782-44-7
REACH registration No	: Listed in Annex IV / V REACH, exempted from registration.
Product code	: 000010021701
Formula	: O ₂
Other means of identification	: Oxygen (Special Gases), Oxygen (and High Purity Oxygen)

1.2. Relevant identified uses of the substance or mixture and uses advised against

1.2.1. Relevant identified uses

Relevant identified uses	: Industrial and professional uses. Perform risk assessment prior to use. Consumer use. Test gas/Calibration gas. Chemical reaction / Synthesis. Laboratory use. Food applications. Shield gas for welding processes. Laser gas. Welding, cutting, heating and brazing. It is the responsibility of the end user to ensure that the product as supplied is suitable for its intended use.
Use of the substance/mixture	: Balance gas for mixtures. Carrier gas. Combustion, melting and cutting processes. Process gas. Oxidizing agent Raw material for pharmaceutical products

1.2.2. Uses advised against

Uses advised against	: Industrial or technical grade is unsuitable for medical and/or food applications or inhalation.
Restrictions on use	: None.

1.3. Details of the supplier of the safety data sheet

██████████
██████████████████
██████████████
██████████
██████████
██████████████

1.4. Emergency telephone number

Emergency number	: ██████████
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Oxygen, compressed

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SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Physical hazards Oxidising Gases, Category 1 H270
Gases under pressure : Compressed gas H280

Full text of H- and EUH-statements: see section 16

Adverse physicochemical, human health and environmental effects

No additional information available

2.2. Label elements

Labelling according to Regulation (EC) No. 1272/2008 [CLP]

Hazard pictograms (CLP)



Signal word (CLP) : Danger
Hazard statements (CLP) : H270 – May cause or intensify fire: oxidiser.
H280 – Contains gas under pressure: may explode if heated.

Precautionary statements (CLP)
– Prevention : P220 – Keep away from clothing and other combustible materials.
P244 – Keep valves and fittings free from oil and grease.
– Response : P370+P376 – In case of fire: Stop leak if safe to do so.
– Storage : P403 – Store in a well-ventilated place.

2.3. Other hazards

Other hazards : Not classified as PBT or vPvB. The substance/mixture has no endocrine disrupting properties.

SECTION 3: Composition/information on ingredients

3.1. Substances

Name	Product identifier	%	Classification according to Regulation (EC) No. 1272/2008 [CLP]
Oxygen, compressed	CAS-No.: 7782-44-7 EC-No.: 231-956-9 EC Index-No.: 008-001-00-8 REACH-no: *1	100	Ox. Gas 1, H270 Press. Gas (Comp.), H280

Full text of H- and EUH-statements: see section 16

Contains no other components or impurities which will influence the classification of the product.

**1: Listed in Annex IV/V REACH, exempted from registration.*

**3: Registration not required: Substance manufactured or imported < 1t/y.*

3.2. Mixtures

Not applicable

Oxygen, compressed

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according to the REACH Regulation (EC) 1907/2006 amended by Regulation (EU) 2015/830

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Remove victim to uncontaminated area.
First-aid measures after skin contact	: Adverse effects not expected from this product.
First-aid measures after eye contact	: Adverse effects not expected from this product.
First-aid measures after ingestion	: Ingestion is not considered a potential route of exposure.

4.2. Most important symptoms and effects, both acute and delayed

Most important symptoms and effects, both acute and delayed	Continuous inhalation of concentrations higher than 75% may cause nausea, dizziness, respiratory difficulty and convulsion. See section 11.
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4.3. Indication of any immediate medical attention and special treatment needed

None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	: Water spray or fog. Product does not burn, use fire control measures appropriate for the surrounding fire.
Unsuitable extinguishing media	: Do not use water jet to extinguish.

5.2. Special hazards arising from the substance or mixture

Reactivity in case of fire	: No reactivity hazard other than the effects described in sub-sections below.
Specific hazards	: Supports combustion. Exposure to fire may cause containers to rupture/explode.
Hazardous combustion products	: None.

5.3. Advice for firefighters

Specific methods	: Use fire control measures appropriate for the surrounding fire. Exposure to fire and heat radiation may cause gas receptacles to rupture. Cool endangered receptacles with water spray jet from a protected position. Prevent water used in emergency cases from entering sewers and drainage systems. If possible, stop flow of product. Use water spray or fog to knock down fire fumes if possible. Move containers away from the fire area if this can be done without risk.
Special protective equipment for fire fighters	: Standard protective clothing and equipment (Self Contained Breathing Apparatus) for fire fighters. Standard EN 469 - Protective clothing for firefighters. Standard - EN 659: Protective gloves for firefighters. Standard EN 137 - Self-contained open-circuit compressed air breathing apparatus with full face mask.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures	: Act in accordance with local emergency plan. Try to stop release. Evacuate area. Eliminate ignition sources. Ensure adequate air ventilation. See section 8 of the SDS for more information on personal protective equipment.
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6.1.2. For emergency responders

Emergency procedures : Monitor concentration of released product. Wear self-contained breathing apparatus when entering area unless atmosphere is proved to be safe. See section 5.3 of the SDS for more information.

6.2. Environmental precautions

Try to stop release.

6.3. Methods and material for containment and cleaning up

Methods and material for containment and cleaning up : Ventilate area.

6.4. Reference to other sections

See also sections 8 and 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Safe use of the product : Use only oxygen approved lubricants and oxygen approved sealings.
Use only with equipment cleaned for oxygen service and rated for container pressure.
Keep equipment free from oil and grease. For more guidance, refer to the EIGA Doc. 33 - Cleaning of Equipment for Oxygen Service downloadable at <http://www.eiga.eu>.
Use no oil or grease.
The product must be handled in accordance with good industrial hygiene and safety procedures.
Only experienced and properly instructed persons should handle gases under pressure.
Consider pressure relief device(s) in gas installations.
Ensure the complete gas system was (or is regularly) checked for leaks before use.
Do not smoke while handling product.
Use only properly specified equipment which is suitable for this product, its supply pressure and temperature. Contact your gas supplier if in doubt.
Avoid suck back of water, acid and alkalis.
Do not breathe gas.

Safe handling of the gas receptacle : Refer to supplier's container handling instructions.
Do not allow backfeed into the container.
Protect containers from physical damage; do not drag, roll, slide or drop.
When moving cylinders, even for short distances, use a cart (trolley, hand truck, etc.) designed to transport cylinders.
Leave valve protection caps in place until the container has been secured against either a wall or bench or placed in a container stand and is ready for use.
If user experiences any difficulty operating valve discontinue use and contact supplier.
Never attempt to repair or modify container valves or safety relief devices.
Damaged valves should be reported immediately to the supplier.
Keep container valve outlets clean and free from contaminants particularly oil and water.
Replace valve outlet caps or plugs and container caps where supplied as soon as container is disconnected from equipment.
Close container valve after each use and when empty, even if still connected to equipment.
Never attempt to transfer gases from one cylinder/container to another.
Never use direct flame or electrical heating devices to raise the pressure of a container.
Do not remove or deface labels provided by the supplier for the identification of the content of the container.
Suck back of water into the container must be prevented.
Open valve slowly to avoid pressure shock.

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7.2. Conditions for safe storage, including any incompatibilities

Conditions for safe storage, including any incompatibilities : Segregate from flammable gases and other flammable materials in store.
Observe all regulations and local requirements regarding storage of containers.
Containers should not be stored in conditions likely to encourage corrosion.
Container valve guards or caps should be in place.
Containers should be stored in the vertical position and properly secured to prevent them from falling over.
Stored containers should be periodically checked for general condition and leakage.
Keep container below 50°C in a well ventilated place.
Store containers in location free from fire risk and away from sources of heat and ignition.
Keep away from combustible materials.

7.3. Specific end use(s)

None.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

8.1.1 National occupational exposure and biological limit values

No additional information available

8.1.2. Recommended monitoring procedures

No additional information available

8.1.3. Air contaminants formed

No additional information available

8.1.4. DNEL and PNEC

Oxygen, compressed (7782-44-7)

DNEL/DMEL (additional information)

Additional information	None available.
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PNEC (additional information)

Additional information	None available.
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Additional information : None available.

8.1.5. Control banding

No additional information available

8.2. Exposure controls

8.2.1. Appropriate engineering controls

Appropriate engineering controls:

Avoid oxygen rich (>23.5%) atmospheres. Gas detectors should be used when oxidising gases may be released. Provide adequate general and local exhaust ventilation. Consider the use of a work permit system e.g. for maintenance activities. Systems under pressure should be regularly checked for leakages.

8.2.2. Personal protection equipment

Personal protective equipment:

A risk assessment should be conducted and documented in each work area to assess the risks related to the use of the product and to select the PPE that matches the relevant risk. The following recommendations should be considered: PPE compliant to the recommended EN/ISO standards should be selected.

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Personal protective equipment symbol(s):



8.2.2.1. Eye and face protection

Eye protection:

Wear safety glasses with side shields.

Standard EN 166 – Personal eye-protection – specifications

8.2.2.2. Skin protection

Hand protection:

Wear working gloves when handling gas containers.

Standard EN 388 – Protective gloves against mechanical risks, performance level 1 or higher.

Other skin protection

Consider the use of flame resistant safety clothing.

Standard EN ISO 14116 – Limited flame spread materials.

Wear safety shoes while handling containers.

Standard EN ISO 20345 – Personal protective equipment – Safety footwear.

Other information:

Consider the use of flame resistant safety clothing.

Standard EN ISO 14116 – Limited flame spread materials.

Wear safety shoes while handling containers.

Standard EN ISO 20345 – Personal protective equipment – Safety footwear.

8.2.2.3. Respiratory protection

Respiratory protection:

None necessary.

Self contained breathing apparatus is recommended, where unknown exposure may be expected, e.g. during maintenance activities on installation systems.

Standard EN 137 – Self-contained open-circuit compressed air breathing apparatus with full face mask.

8.2.2.4. Thermal hazards

Thermal hazard protection:

None in addition to the above sections.

8.2.3. Environmental exposure controls

Environmental exposure controls:

Refer to local regulations for restriction of emissions to the atmosphere. See section 13 for specific methods for waste gas treatment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Appearance	
Molecular mass	: 32 g/mol
Physical state	: Gas
Form	: Compressed gas
Colour	: Colourless.
Odour	: Odourless.
Odour threshold	: Odour threshold is subjective and inadequate to warn of overexposure.
pH	: Not applicable for gases and gas mixtures.
Relative evaporation rate (butylacetate=1)	: No data available
Melting point	: -219 °C
Freezing point	: No data available
Boiling point	: -183 °C

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Flash point	: Not applicable for gases and gas mixtures.
Critical temperature	: -118 °C
Auto-ignition temperature	: Non flammable.
Decomposition temperature	: Not applicable.
Flammability (solid, gas)	: Non flammable.
Vapour pressure	: Not applicable.
Vapour pressure at 50°C	: Not applicable.
Critical pressure	: 5043 kPa
Relative vapour density at 20°C	: Not applicable.
Relative density	: 1.1 EC-TEMP: 0; EC-PRESS: 1013.25-KPA; EC-REFMAT: Water
Density	: Not applicable for gases and gas mixtures.
Relative gas density	: 1.1
Solubility in water	: 0.039 mg/l
Partition coefficient n-octanol/water (Log Pow)	: Not applicable for gas mixtures.
Partition coefficient n-octanol/water (Log Kow)	: Not applicable for inorganic products.
Viscosity, kinematic	: No reliable data available.
Viscosity, dynamic	: No reliable data available.
Explosive properties	: No data available
Oxidising properties	: Oxidiser.
Explosive limits	: Not known.
Lower explosive limit (LEL)	: Not applicable.
Upper explosive limit (UEL)	: Not applicable.
Particle characteristics	: Not applicable for gases and gas mixtures. Nanoforms are not relevant for gases and gas mixtures.

9.2. Other information

Gas group : Compressed gas

SECTION 10: Stability and reactivity

10.1. Reactivity

No reactivity hazard other than the effects described in sub-sections below.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

Violently oxidises organic material.

10.4. Conditions to avoid

Avoid moisture in installation systems.

10.5. Incompatible materials

Consider the potential toxicity hazard due to the presence of chlorinated or fluorinated polymers in high pressure (> 30 bar) oxygen lines in case of combustion. May react violently with combustible materials. May react violently with reducing agents. Keep equipment free from oil and grease. For more guidance, refer to the EIGA Doc. 33 - Cleaning of Equipment for Oxygen Service downloadable at <http://www.eiga.eu>. For additional information on compatibility refer to ISO 11114.

10.6. Hazardous decomposition products

None.

SECTION 11: Toxicological information

11.1 Information on toxicological effects

Acute toxicity : No known toxicological effects from this product.

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Acute toxicity (dermal)	: Not classified
Acute toxicity (inhalation)	: Not classified
Skin corrosion/irritation	: No known effects from this product. pH: Not applicable for gases and gas mixtures.
Serious eye damage/irritation	: No known effects from this product. pH: Not applicable for gases and gas mixtures.
Respiratory or skin sensitisation	: No known effects from this product.
Germ cell mutagenicity	: No known effects from this product.
Carcinogenicity	: No known effects from this product.
Reproductive toxicity	: Not classified
Toxic for reproduction : Fertility	: No known effects from this product.
Toxic for reproduction : unborn child	: No known effects from this product.
STOT-single exposure	: No known effects from this product.
STOT-repeated exposure	: No known effects from this product.
Aspiration hazard	: Not applicable for gases and gas mixtures.

Oxygen, compressed (7782-44-7)

Viscosity, kinematic	No reliable data available.
Other information	: The substance/mixture has no endocrine disrupting properties.

SECTION 12: Ecological information

12.1. Toxicity

Assessment	: No ecological damage caused by this product.
Hazardous to the aquatic environment, short-term (acute)	: Not classified
Hazardous to the aquatic environment, long-term (chronic)	: Not classified
Not rapidly degradable	

Oxygen, compressed (7782-44-7)

LC50 96 h - Fish [mg/l]	No data available.
EC50 48h - Daphnia magna [mg/l]	No data available.
EC50 72h - Algae [mg/l]	No data available.

12.2. Persistence and degradability

Oxygen, compressed (7782-44-7)

Assessment	No ecological damage caused by this product.
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12.3. Bioaccumulative potential

Oxygen, compressed (7782-44-7)

Partition coefficient n-octanol/water (Log Pow)	Not applicable for gas mixtures.
Partition coefficient n-octanol/water (Log Kow)	Not applicable for inorganic products.
Assessment	No ecological damage caused by this product.

12.4. Mobility in soil

Oxygen, compressed (7782-44-7)

Assessment	No ecological damage caused by this product.
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Oxygen, compressed

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12.5. Results of PBT and vPvB assessment

Assessment : Not classified as PBT or vPvB.

12.6. Other adverse effects

Other adverse effects : No known effects from this product.
Assessment : The substance/mixture has no endocrine disrupting properties.
Effect on the ozone layer : No effect on the ozone layer.
Effect on global warming : None.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods : Contact supplier if guidance is required. May be vented to atmosphere in a well ventilated place. Ensure that the emission levels from local regulations or operating permits are not exceeded. Refer to the EIGA code of practice Doc.30 "Disposal of Gases", downloadable at <http://www.eiga.eu> for more guidance on suitable disposal methods. Do not discharge into any place where its accumulation could be dangerous. Return unused product in original container to supplier.






List of hazardous waste codes (from Commission Decision 2000/532/EC as amended) : 16 05 04 *: Gases in pressure containers (including halons) containing hazardous substances.

13.2. Additional information

External treatment and disposal of waste should comply with applicable local and/or national regulations.

SECTION 14: Transport information

In accordance with ADR / IMDG / IATA / ADN / RID

ADR	IMDG	IATA	ADN	RID
14.1. UN number				
UN 1072	UN 1072	UN 1072	UN 1072	UN 1072
14.2. UN proper shipping name				
OXYGEN, COMPRESSED	OXYGEN, COMPRESSED	Oxygen, compressed	OXYGEN, COMPRESSED	OXYGEN, COMPRESSED
Transport document description				
UN 1072 OXYGEN, COMPRESSED, 2.2 (5.1), (E)	UN 1072 OXYGEN, COMPRESSED, 2.2 (5.1)	UN 1072 Oxygen, compressed, 2.2 (5.1)	UN 1072 OXYGEN, COMPRESSED, 2.2 (5.1)	UN 1072 OXYGEN, COMPRESSED, 2.2 (5.1)
14.3. Transport hazard class(es)				
2.2 (5.1)	2.2 (5.1)	2.2 (5.1)	2.2 (5.1)	2.2 (5.1)
				
14.4. Packing group				
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

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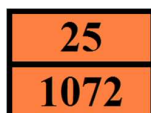
ADR	IMDG	IATA	ADN	RID
14.5. Environmental hazards				
Dangerous for the environment: No	Dangerous for the environment: No Marine pollutant: No	Dangerous for the environment: No	Dangerous for the environment: No	Dangerous for the environment: No
No supplementary information available				

14.6. Special precautions for user

Special transport precautions : Avoid transport on vehicles where the load space is not separated from the driver's compartment. Ensure vehicle driver is aware of the potential hazards of the load and knows what to do in the event of an accident or an emergency. Before transporting product containers: - Ensure there is adequate ventilation. - Ensure that containers are firmly secured. - Ensure valve is closed and not leaking. - Ensure valve outlet cap nut or plug (where provided) is correctly fitted. - Ensure valve protection device (where provided) is correctly fitted.

Overland transport

Classification code (ADR) : 10
Special provisions (ADR) : 355, 655, 662
Limited quantities (ADR) : 0
Excepted quantities (ADR) : E0
Packing instructions (ADR) : P200
Mixed packing provisions (ADR) : MP9
Portable tank and bulk container instructions (ADR) : (M)
Tank code (ADR) : CxBN(M)
Tank special provisions (ADR) : TA4, TT9
Vehicle for tank carriage : AT
Transport category (ADR) : 3
Special provisions for carriage - Loading, unloading and handling (ADR) : CV9, CV10, CV36
Hazard identification number (Kemler No.) : 25
Orange plates :



Tunnel restriction code (ADR) : E
EAC code : 2S

Transport by sea

Special provisions (IMDG) : 355
Limited quantities (IMDG) : 0
Excepted quantities (IMDG) : E0
Packing instructions (IMDG) : P200
EmS-No. (Fire) : F-C
EmS-No. (Spillage) : S-W
Stowage category (IMDG) : A
Properties and observations (IMDG) : Non-flammable, odourless gas. Strong oxidizing agent. Heavier than air (1.1).

Air transport

PCA Excepted quantities (IATA) : E0
PCA Limited quantities (IATA) : FORBIDDEN
PCA limited quantity max net quantity (IATA) : FORBIDDEN
PCA packing instructions (IATA) : 200
PCA max net quantity (IATA) : 75kg
CAO packing instructions (IATA) : 200
CAO max net quantity (IATA) : 150kg
Special provisions (IATA) : A175, A302

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ERG code (IATA) : 2X

Inland waterway transport

Classification code (ADN) : 10
Special provisions (ADN) : 355, 655, 662
Limited quantities (ADN) : 0
Excepted quantities (ADN) : E0
Equipment required (ADN) : PP
Number of blue cones/lights (ADN) : 0

Rail transport

Classification code (RID) : 10
Special provisions (RID) : 355, 655, 662
Limited quantities (RID) : 0
Excepted quantities (RID) : E0
Packing instructions (RID) : P200
Mixed packing provisions (RID) : MP9
Portable tank and bulk container instructions (RID) : (M)
Tank codes for RID tanks (RID) : CxBN(M)
Special provisions for RID tanks (RID) : TA4, TT9
Transport category (RID) : 3
Special provisions for carriage - Loading, unloading and handling (RID) : CW9, CW10, CW36
Colis express (express parcels) (RID) : CE3
Hazard identification number (RID) : 25

14.7. Transport in bulk according to Annex II of Marpol and the IBC Code

IBC code : Not applicable.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

15.1.1. EU-Regulations

[REACH Annex XVII \(Restriction List\)](#)

Not listed on REACH Annex XVII

[REACH Annex XIV \(Authorisation List\)](#)

[REACH Candidate List \(SVHC\)](#)

[PIC Regulation \(Prior Informed Consent\)](#)

Not listed on the PIC list (Regulation EU 649/2012)

[POP Regulation \(Persistent Organic Pollutants\)](#)

Not listed on the POP list (Regulation EU 2019/1021)

[Ozone Regulation \(1005/2009\)](#)

Not listed on the Ozone Depletion list (Regulation EU 1005/2009)

[VOC Directive \(2004/42\)](#)

Restrictions on use : None.

[Seveso Directive \(Disaster Risk Reduction\)](#)

Seveso Directive : 2012/18/EU (Seveso III) : Listed.

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Seveso III Part II (Named dangerous substances)	Qualifying quantity (tonnes)	
	Lower-tier	Upper-tier
Oxygen	200	2000

Explosives Precursors Regulation (2019/1148)

Contains no substance(s) listed on the Explosives Precursors list (Regulation EU 2019/1148 on the marketing and use of explosives precursors)

Drug Precursors Regulation (273/2004)

Contains no substance(s) listed on the Drug Precursors list (Regulation EC 273/2004 on the manufacture and the placing on market of certain substances used in the illicit manufacture of narcotic drugs and psychotropic substances)

15.1.2. National regulations

Ensure all national/local regulations are observed.

Safety data sheet in accordance with commission regulation (EU) No 2020/878.

Council Directive 89/391/EEC on the introduction of measures to encourage improvements in the safety and health of workers at work

Directive 2016/425/EEC on personal protective equipment

Directive 2014/34/EU on equipment and protective systems intended for use in potentially explosive atmospheres (ATEX)

Only products that comply with the food regulations (EC) No. 1333/2008 and (EU) No. 231/2012 and are labelled as such may be used as food additives.

This Safety Data Sheet has been produced to comply with Regulation (EU) 2015/830.

United Kingdom

British National Regulations

: Dangerous Substances and Explosive Atmospheres Regulations (DSEAR 2002 No. 2776).
Management of Health and Safety at Work Regulations (1999 No. 3242).
The Regulatory Reform (Fire Safety) Order 2005 (2005 No. 1541).
Control of Substances Hazardous to Health Regulations (COSHH, 2002 No. 2677).
Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations (EPS, 1996 No. 192).
Provision and Use of Work Equipment Regulations (PUWER, 1998 No. 2306).
Personal Protective Equipment Regulations (1992 No. 2966).
Control of Major Accident Hazards Regulations (COMAH, 2015 No. 483).
Chemical Hazards Information and Packaging for Supply (CHIP, 1994 No. 3247).
Pressure Systems Safety Regulations (PSSR, 2000 No. 128).
Only products that comply with the food regulations (EC) No. 1333/2008 and (EU) No. 231/2012 and are labelled as such may be used as food additives.

15.2. Chemical safety assessment

A CSA does not need to be carried out for this product.

SECTION 16: Other information

Indication of changes:

Safety data sheet in accordance with commission regulation (EU) No 2020/878.

Indication of changes	
Changed item	Change Comments
9.1 > Solubility	Modified
12.2 > Persistence and degradability	Modified
12.3 > Bioaccumulative potential	Modified
12.4 > Mobility in soil	Modified
16 > Abbreviations and acronyms	Modified

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Abbreviations and acronyms:

ADN	European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways
	ADR - Agreement concerning the International Carriage of Dangerous Goods by Road
	ATE - Acute Toxicity Estimate
BLV	Biological limit value
BOD	Biochemical oxygen demand (BOD)
CAO	Cargo Aircraft only / Cargo Aircraft only
CAS-No.	Chemical Abstract Service number
	CLP - Classification Labelling Packaging Regulation: Regulation (EC) No 1272/2008
COD	Chemical oxygen demand (COD)
	CSA - Chemical Safety Assessment
DMEL	Derived Minimal Effect level
DNEL	Derived-No Effect Level
EC50	Median effective concentration
EC	European Inventory of Existing Commercial Chemical Substances
ED	Endocrine disrupting properties
	EINECS - European Inventory of Existing Commercial Chemical Substances
EN	European Standard
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
IOELV	Indicative Occupational Exposure Limit Value
LC50	Median lethal concentration
LD50	Median lethal dose
LOAEL	Lowest Observed Adverse Effect Level
NOAEC	No-Observed Adverse Effect Concentration
NOAEL	No-Observed Adverse Effect Level
NOEC	No-Observed Effect Concentration
N.O.S.	Not Otherwise Specified
OECD	Organisation for Economic Co-operation and Development
OEL	Occupational Exposure Limit
PBT	Persistent Bioaccumulative Toxic
PCA	Passenger and Cargo Aircraft / Passenger and Cargo Aircraft
PNEC	Predicted No-Effect Concentration
	PPE - Personal Protection Equipment
REACH	Registration, Evaluation, Authorisation and Restriction of Chemicals Regulation (EC) No 1907/2006
RID	Regulations concerning the International Carriage of Dangerous Goods by Rail
	RMM - Risk Management Measures
STP	Sewage treatment plant

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Abbreviations and acronyms:

ThOD	Theoretical oxygen demand (ThOD)
TLM	Median Tolerance Limit
TRGS	Technical Rules for Hazardous Substances
STOT-RE	Specific Target Organ Toxicity-Repeated Exposure
STOT-SE	Specific Target Organ Toxicity-Single Exposure
UFI	Unique Formula Identifier
	UN - United Nations
VOC	Volatile Organic Compounds
vPvB	Very Persistent and Very Bioaccumulative
WGK	Water Hazard Class

Training advice : Ensure operators understand the hazard of oxygen enrichment.
Other information : Classification in accordance with the procedures and calculation methods of Regulation (EC) 1272/2008 (CLP). Key literature references and sources of data are maintained in EIGA doc 169 : 'Classification and Labelling Guide', downloadable at <http://www.Eiga.eu>.

Full text of H- and EUH-statements:

H270	May cause or intensify fire; oxidiser.
H280	Contains gas under pressure; may explode if heated.
Ox. Gas 1	Oxidising Gases, Category 1
Press. Gas (Comp.)	Gases under pressure : Compressed gas

The classification complies with : ATP 12
DISCLAIMER OF LIABILITY : Before using this product in any new process or experiment, a thorough material compatibility and safety study should be carried out.
Details given in this document are believed to be correct at the time of going to press.
Whilst proper care has been taken in the preparation of this document, no liability for injury or damage resulting from its use can be accepted.

Safety Data Sheet (SDS), EU GB

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

End of document

GeeJay Chemicals Ltd. SAFETY DATA SHEET

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Trade name or designation of the mixture	SILICA GEL self-indicating, orange-colourless
------------------------------------------	-----------------------------------------------

Registration number -

Synonyms amorphous silicon dioxide * synthetic amorphous silica

Issue date 19-February-2014

Version number 03

Revision date 19-July-2016

Supersedes date 29-September-2015

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses	Desiccant. For adsorption of moisture and prevention of corrosion and mould growth.
------------------------	-------------------------------------------------------------------------------------

Uses advised against	None known.
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1.3. Details of the supplier of the safety data sheet

Support the death penalty by race/ethnicity

Race/Ethnicity	Support (%)
White	70
Black	65
Hispanic	60

Oppose the death penalty by race/ethnicity

Race/Ethnicity	Oppose (%)
White	28
Black	33
Hispanic	39

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

The mixture has been assessed and/or tested for its physical, health and environmental hazards and the following classification applies.

Classification according to Regulation (EC) No 1272/2008 as amended

This mixture does not meet the criteria for classification according to Regulation (EC) 1272/2008 as amended.

Hazard summary	Exposure to powder or dusts may be irritating to eyes, nose and throat. Not classified for health hazards. However, occupational exposure to the mixture or substance(s) may cause adverse health effects.
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2.2. Label elements

Label according to Regulation (EC) No. 1272/2008 as amended

Hazard pictograms	None.
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Signal word None.

Hazard statements	The mixture does not meet the criteria for classification.
--------------------------	------------------------------------------------------------

Precautionary statements

Prevention	Observe good industrial hygiene practices.
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Response	Wash hands after handling.
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Storage Store away from incompatible materials.

Disposal	Dispose of waste and residues in accordance with local authority requirements.
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Supplemental label information None.

2.3. Other hazards None known.

SECTION 3: Composition/information on ingredients

3.2. Mixtures

General information

Chemical name	%	CAS-No. / EC No.	REACH Registration No.	INDEX No.	Notes
Amorphous silica	>98	7631-86-9 231-545-4	01-2119379499-16-0124	-	
Classification:	-				
Ammonium Ferric Sulphate Dodecahydrate	<=1	7783-83-7 *616-517-5	-	-	
Classification:	Skin Irrit. 2;H315, Eye Irrit. 2;H319				

List of abbreviations and symbols that may be used above

M: M-factor

vPvB: very persistent and very bioaccumulative substance.

PBT: persistent, bioaccumulative and toxic substance.

#: This substance has been assigned Community workplace exposure limit(s).

Composition comments The full text for all H-statements is displayed in section 16.

SECTION 4: First aid measures

General information IF exposed or concerned: Get medical advice/attention. Show this safety data sheet to the doctor in attendance.

4.1. Description of first aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash the skin immediately with soap and water. Take off contaminated clothing and wash before reuse. Get medical attention if irritation develops and persists.
Eye contact	Do not rub eyes. Immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention if irritation develops and persists.
Ingestion	If swallowed, rinse mouth with water (only if the person is conscious). Drink water as a precaution. If ingestion of a large amount does occur, call a poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed Dusts may irritate the respiratory tract, skin and eyes.

4.3. Indication of any immediate medical attention and special treatment needed Treat symptomatically.

SECTION 5: Firefighting measures

General fire hazards Not a fire hazard. No unusual fire or explosion hazards noted.

5.1. Extinguishing media

Suitable extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	None known. Do not use water jet as an extinguisher, as this will spread the fire.

5.2. Special hazards arising from the substance or mixture No unusual fire or explosion hazards noted.

5.3. Advice for firefighters

Special protective equipment for firefighters	Wear self-contained breathing apparatus and protective clothing.
Special fire fighting procedures	Move containers from fire area if you can do so without risk. No unusual fire or explosion hazards noted. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.

Specific methods Use standard firefighting procedures and consider the hazards of other involved materials.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

For non-emergency personnel	Use personal protective equipment. Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Avoid inhalation of dust from the spilled material. Wear a dust mask if dust is generated above exposure limits. Ensure adequate ventilation. For personal protection, see section 8. In case of spills, beware of slippery floors and surfaces.
For emergency responders	As detailed in section for non-emergency personnel. Use personal protection recommended in Section 8 of the SDS.

6.2. Environmental precautions

Avoid discharge into drains, water courses or onto the ground.

6.3. Methods and material for containment and cleaning up

Avoid the generation of dusts during clean-up. Collect dust using a vacuum cleaner equipped with HEPA filter. Stop the flow of material, if this is without risk.

Large Spills: Wet down with water and dike for later disposal. Shovel the material into waste container. Following product recovery, flush area with water.

Small Spills: Sweep up or vacuum up spillage and collect in suitable container for disposal.

6.4. Reference to other sections

For personal protection, see section 8. For waste disposal, see section 13 of the SDS.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Provide appropriate exhaust ventilation at places where dust is formed. Static electricity and formation of sparks must be prevented.
Do not breathe dust from this material.
Avoid contact with eyes.
Avoid prolonged exposure. Forms smooth, slippery surfaces on floors, posing an accident risk.
Practice good housekeeping.

7.2. Conditions for safe storage, including any incompatibilities

Avoid dust formation. Keep containers tightly closed in a dry, cool and well-ventilated place.
Keep in air-tight containers- material is hygroscopic.
Guard against dust accumulation of this material. Store away from incompatible materials (see Section 10 of the SDS).

7.3. Specific end use(s)

The specified uses for this material are shown in section 1 of this document

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits

UK. EH40 Workplace Exposure Limits (WELs)

Additional components	Type	Value	Form
General dust	TWA	4 mg/m ³ 10 mg/m ³	Respirable dust. Inhalable dust.

United Kingdom Components

Components	Type	Value	Form
Amorphous silica (CAS 7631-86-9)	TWA	6 mg/m ³ 2.4 mg/m ³	Inhalable dust. Respirable dust.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Recommended monitoring procedures

Follow standard monitoring procedures.

Derived no-effect level (DNEL)

Components	Type	Route	Value	Form
Amorphous silica (CAS 7631-86-9)	Industry	Inhalation	4 mg/m ³	Respirable fraction.

Predicted no effect concentrations (PNECs)

Not available.

8.2. Exposure controls

Appropriate engineering controls	<p>Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions.</p> <p>If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits.</p> <p>If exposure limits have not been established, maintain airborne levels to an acceptable level. Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing. If engineering measures are not sufficient to maintain concentrations of dust particulates below the OEL (occupational exposure limit), suitable respiratory protection must be worn.</p>
Individual protection measures, such as personal protective equipment	
General information	Personal protection equipment should be chosen according to the CEN standards and in discussion with the supplier of the personal protective equipment. Eye wash fountain is recommended. Keep working clothes separately. Launder contaminated clothing before reuse.
Eye/face protection	Wear safety glasses with side shields (or goggles). Avoid contact with eyes. (EN166)
Skin protection	
- Hand protection	Suitable gloves can be recommended by the glove supplier. Use protective gloves made of: PVC or other plastic material gloves. (EN374)
- Other	Normal work clothing (long sleeved shirts and long pants) is recommended. Personal protection equipment should be chosen according to the CEN standards and in discussion with the supplier of the personal protective equipment.
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment. Dust Mask. Respirator type FFP2 or FFP3 (EN 149:2001)
Thermal hazards	None known.
Hygiene measures	<p>Do not get this material in contact with eyes. Do not breathe dust. When using, do not eat, drink or smoke.</p> <p>Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.</p>
Environmental exposure controls	No special measures required

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Appearance	Dry flowable granules.
Physical state	Solid.
Form	Granules Beads
Colour	orange - colourless
Odour	Odourless.
Odour threshold	Not available.
pH	2.0 - 3.5 as a suspension @ 100g/l in water
Melting point/freezing point	> 1710 °C (> 3110 °F)
Initial boiling point and boiling range	Not applicable
Flash point	Not applicable.
Evaporation rate	Not applicable
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Vapour pressure	Not applicable
Vapour density	Not applicable
Relative density	Not available.

Material name: SILICA GEL self-indicating, orange-colourless

1313 Version #: 03 Revision date: 19-July-2016 Issue date: 19-February-2014

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Solubility(ies)	
Solubility (water)	Insoluble
Solubility (other)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not applicable
Explosive properties	Not explosive.
Oxidising properties	Not oxidising.
9.2. Other information	
Bulk density	700.00 - 750.00 kg/m3
Percent volatile	0 % estimated

SECTION 10: Stability and reactivity

10.1. Reactivity	Material is stable under normal conditions.
10.2. Chemical stability	Material is stable under normal conditions.
10.3. Possibility of hazardous reactions	Hazardous polymerisation does not occur.
10.4. Conditions to avoid	Avoid conditions which create dust. Contact with incompatible materials. Heat is evolved on contact with water
10.5. Incompatible materials	None known.
10.6. Hazardous decomposition products	No dangerous reaction known under conditions of normal use.

SECTION 11: Toxicological information

General information	Occupational exposure to the substance or mixture may cause adverse effects. This product has no known adverse effect on human health. Dust may be slightly irritating to eyes and respiratory tract. Prolonged skin contact may cause skin irritation and/or dermatitis.
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Information on likely routes of exposure

Inhalation	Dust may irritate respiratory system. Prolonged inhalation may be harmful.
Skin contact	Dust or powder may irritate the skin.
Eye contact	Dust in the eyes will cause irritation.
Ingestion	Not classified.
Symptoms	None known. Possible irritant effects. Dusts may irritate the respiratory tract, skin and eyes.

11.1. Information on toxicological effects

Components	Species	Test results
Amorphous silica (CAS 7631-86-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 5000 mg/kg Occluded (dermal)
<i>Inhalation</i>		
LC0	Rat	>= 0.69 mg/l, 4 hours
<i>Oral</i>		
LD50	Rat	> 5000 mg/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Based on available data, the classification criteria are not met. Not irritating: OECD 404
Serious eye damage/eye irritation	Based on available data, the classification criteria are not met. Dust in the eyes will cause irritation.
Respiratory sensitisation	Due to partial or complete lack of data the classification is not possible.

Skin sensitisation	Frequent or prolonged contact may defat and dry the skin, leading to discomfort and dermatitis. Due to partial or complete lack of data the classification is not possible.
Germ cell mutagenicity	Due to partial or complete lack of data the classification is not possible.
Carcinogenicity	Due to partial or complete lack of data the classification is not possible.

IARC Monographs. Overall Evaluation of Carcinogenicity

Amorphous silica (CAS 7631-86-9)

3 Not classifiable as to carcinogenicity to humans.

Reproductive toxicity	Due to partial or complete lack of data the classification is not possible.
Specific target organ toxicity - single exposure	Due to partial or complete lack of data the classification is not possible.
Specific target organ toxicity - repeated exposure	Due to partial or complete lack of data the classification is not possible.
Aspiration hazard	Due to partial or complete lack of data the classification is not possible.
Mixture versus substance information	Not applicable.
Other information	This product has no known adverse effect on human health.

SECTION 12: Ecological information

12.1. Toxicity Not expected to be harmful to aquatic organisms.

Components		Species	Test results
Amorphous silica (CAS 7631-86-9)			
Aquatic			
Algae	NOEL	Algae	> 10000 mg/l, 72 hours
Crustacea	EC50	Daphnia	> 10000 mg/l, 24 hours
Fish	LC0	Zebra danio (Danio rerio)	> 10000 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

12.2. Persistence and degradability The product solely consists of inorganic compounds which are not biodegradable.

12.3. Bioaccumulative potential Does not bioaccumulate.

Partition coefficient n-octanol/water (log Kow) Not applicable. (inorganic substance)

Bioconcentration factor (BCF) Not available.

12.4. Mobility in soil Insoluble and thus presents a low mobility in most soils

Mobility in general The product is immiscible with water and will sediment in water systems.

12.5. Results of PBT and vPvB assessment Not applicable.
PBT/vPvB assessment not available as chemical safety assessment not required/not conducted

12.6. Other adverse effects Based on available data, there is no evidence of significant toxicity of Synthetic Amorphous Silica to environmental organisms.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Residual waste	Material should be recycled if possible. Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal. Where possible recycling is preferred to disposal or incineration. Dispose of as unused product.
EU waste code	The Waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Disposal methods/information	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose in accordance with all applicable regulations.
Special precautions	Dispose in accordance with all applicable regulations.

SECTION 14: Transport information

ADR

Not regulated as dangerous goods.

RID

Not regulated as dangerous goods.

ADN

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

14.7. Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

EU regulations

Regulation (EC) No. 1005/2009 on substances that deplete the ozone layer, Annex I and II, as amended

Not listed.

Regulation (EC) No. 850/2004 on persistent organic pollutants, Annex I

Not listed.

Regulation (EU) No. 649/2012 concerning the export and import of dangerous chemicals, Annex I, Part 1 as amended

Not listed.

Regulation (EU) No. 649/2012 concerning the export and import of dangerous chemicals, Annex I, Part 2 as amended

Not listed.

Regulation (EU) No. 649/2012 concerning the export and import of dangerous chemicals, Annex I, Part 3 as amended

Not listed.

Regulation (EU) No. 649/2012 concerning the export and import of dangerous chemicals, Annex V as amended

Not listed.

Regulation (EC) No. 166/2006 Annex II Pollutant Release and Transfer Registry

Not listed.

Regulation (EC) No. 1907/2006, REACH Article 59(10) Candidate List as currently published by ECHA

Not listed.

Authorisations

Regulation (EC) No. 1907/2006, REACH Annex XIV Substances subject to authorization, as amended

Not listed.

Restrictions on use

Regulation (EC) No. 1907/2006 Annex XVII Substances subject to restriction on marketing and use

Not regulated.

Regulation (EC) No. 1907/2006, REACH Annex XVII Substances subject to restriction on marketing and use as amended

Not listed.

Directive 2004/37/EC: on the protection of workers from the risks related to exposure to carcinogens and mutagens at work

Not listed.

Directive 2004/37/EC on the protection of workers from the risks related to exposure to carcinogens and mutagens at work

Not regulated.

Directive 92/85/EEC: on the safety and health of pregnant workers and workers who have recently given birth or are breastfeeding.

Not regulated.

Other EU regulations

Directive 2012/18/EU on major accident hazards involving dangerous substances

Not listed.

Directive 98/24/EC on the protection of the health and safety of workers from the risks related to chemical agents at work.

Always applicable.

Directive 94/33/EC on the protection of young people at work

Not listed.

Other regulations The product is classified and labelled in accordance with EC directives or respective national laws. This Safety Data Sheet complies with the requirements of Regulation (EC) No 1907/2006, as amended.

National regulations Follow national regulation for work with chemical agents.

15.2. Chemical safety assessment No Chemical Safety Assessment has been carried out.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	No
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of New and Existing Chemicals (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	No
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	No

A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

SECTION 16: Other information

List of abbreviations Not available.

References Not available.

Information on evaluation method leading to the classification of mixture The classification for health and environmental hazards is derived by a combination of calculation methods and test data, if available.

Full text of any H-statements not written out in full under Sections 2 to 15

H315 Causes skin irritation.
H319 Causes serious eye irritation.

Revision information SECTION 8: Exposure controls/personal protection: Appropriate engineering controls

Training information Follow training instructions when handling this material.

Disclaimer The information in the sheet was written based on the best knowledge and experience currently available.

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SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

1.1. Product identifier

Product Description:	Soda lime - not hygroscopic
Cat No. :	S/1600/53
Synonyms	A precipitate solid hydrate formed from Hydroxides of Calcium and Sodium
CAS No	8006-28-8

1.2. Relevant identified uses of the substance or mixture and uses advised against

Recommended Use	Absorbent. Laboratory chemicals.
Uses advised against	No Information available

1.3. Details of the supplier of the safety data sheet

[REDACTED]	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]
	[REDACTED]

SECTION 2: HAZARDS IDENTIFICATION

2.1. Classification of the substance or mixture

CLP Classification - According to GB-CLP Regulations UK SI 2019/720 and UK SI 2020/1567

Physical hazards

Based on available data, the classification criteria are not met

Health hazards

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Skin Corrosion/Irritation
Serious Eye Damage/Eye Irritation

Category 1 B (H314)
Category 1 (H318)

Environmental hazards

Based on available data, the classification criteria are not met

Full text of Hazard Statements: see section 16

2.2. Label elements



Signal Word

Danger

Hazard Statements

H314 - Causes severe skin burns and eye damage

Precautionary Statements

P280 - Wear protective gloves/protective clothing/eye protection/face protection

P301 + P330 + P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting

P304 + P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing

P305 + P351 + P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing

P310 - Immediately call a POISON CENTER or doctor/physician

P303 + P361 + P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower

2.3. Other hazards

This product does not contain any known or suspected endocrine disruptors

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.2. Mixtures

Component	CAS No	EC No	Weight %	CLP Classification - According to GB-CLP Regulations UK SI 2019/720 and UK SI 2020/1567
Soda lime	8006-28-8		-	Skin Corr. 1B (H314) Eye Dam. 1 (H318)
Calcium hydroxide	1305-62-0	215-137-3	75 - 85	Eye Dam. 1 (H318) Skin Irrit. 2 (H315) STOT SE 3 (H335)
Sodium hydroxide	1310-73-2	215-185-5	< 4	Met. Corr. 1 (H290) Skin Corr. 1A (H314) Eye Dam. 1 (H318)
Water	7732-18-5	231-791-2	10 - 20	-

Component	Specific concentration limits (SCL's)	M-Factor	Component notes
Sodium hydroxide	Skin Corr. 1A :: C ≥ 5% Skin Corr. 1B :: 2% ≤ C < 5% Met. Corr. 1 :: C ≥ 2%	-	-

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	Eye Irrit. 2 :: 0.5%<=C<2% Skin Irrit. 2 :: 0.5%<=C<2%		
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Note

Soda lime CAS # 8006-28-8

Components	Reach Registration Number	
Calcium hydroxide	01-2119475151-45	
Sodium hydroxide	01-2119457892-27	

Full text of Hazard Statements: see section 16

SECTION 4: FIRST AID MEASURES

4.1. Description of first aid measures

General Advice	Show this safety data sheet to the doctor in attendance. Immediate medical attention is required.
Eye Contact	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Immediate medical attention is required. Keep eye wide open while rinsing.
Skin Contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Call a physician immediately.
Ingestion	Immediate medical attention is required. Do NOT induce vomiting. Drink plenty of water. Never give anything by mouth to an unconscious person.
Inhalation	Remove to fresh air. If not breathing, give artificial respiration. Call a physician or poison control center immediately. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device.
Self-Protection of the First Aider	Ensure that medical personnel are aware of the material(s) involved, take precautions to protect themselves and prevent spread of contamination.

4.2. Most important symptoms and effects, both acute and delayed

Causes burns by all exposure routes. Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated: Ingestion causes severe swelling, severe damage to the delicate tissue and danger of perforation

4.3. Indication of any immediate medical attention and special treatment needed

Notes to Physician	Treat symptomatically.
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SECTION 5: FIREFIGHTING MEASURES

5.1. Extinguishing media

Suitable Extinguishing Media

Substance is nonflammable; use agent most appropriate to extinguish surrounding fire. CO₂, dry chemical, dry sand, alcohol-resistant foam.

Extinguishing media which must not be used for safety reasons

No information available.

5.2. Special hazards arising from the substance or mixture

The product causes burns of eyes, skin and mucous membranes.

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Hazardous Combustion Products

Calcium oxides, Sodium oxides.

5.3. Advice for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Thermal decomposition can lead to release of irritating gases and vapors.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions, protective equipment and emergency procedures

Use personal protective equipment as required. Evacuate personnel to safe areas. Avoid contact with skin, eyes or clothing.

6.2. Environmental precautions

Should not be released into the environment. Do not allow material to contaminate ground water system.

6.3. Methods and material for containment and cleaning up

Sweep up and shovel into suitable containers for disposal. Avoid dust formation.

6.4. Reference to other sections

Refer to protective measures listed in Sections 8 and 13.

SECTION 7: HANDLING AND STORAGE

7.1. Precautions for safe handling

Wear personal protective equipment/face protection. Do not get in eyes, on skin, or on clothing. Do not breathe dust. Do not ingest. If swallowed then seek immediate medical assistance.

Hygiene Measures

Handle in accordance with good industrial hygiene and safety practice. Keep away from food, drink and animal feeding stuffs. Do not eat, drink or smoke when using this product. Remove and wash contaminated clothing and gloves, including the inside, before re-use. Wash hands before breaks and after work.

7.2. Conditions for safe storage, including any incompatibilities

Corrosives area. Keep containers tightly closed in a dry, cool and well-ventilated place.

Technical Rules for Hazardous Substances (TRGS) 510 Class 8B
Storage Class (LGK) (Germany)

7.3. Specific end use(s)

Use in laboratories

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Control parameters

Exposure limits

List source(s): **EU** - Commission Directive (EU) 2019/1831 of 24 October 2019 establishing a fifth list of indicative occupational exposure limit values pursuant to Council Directive 98/24/EC and amending Commission Directive 2000/39/EC **UK** - EH40/2005

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Work Exposure Limits, Fourth edition. Published 2020. IRE - 2021 Code of Practice for the Chemical Agents Regulations, Schedule 1. Published by the Health and Safety Authority

Component	The United Kingdom	European Union	Ireland
Calcium hydroxide	STEL: 4 mg/m ³ 15 min STEL: 15 mg/m ³ 15 min TWA: 1 mg/m ³ 8 hr TWA: 5 mg/m ³ 8 hr	TWA: 1 mg/m ³ (8h) STEL: 4 mg/m ³ (15min)	TWA: 1 mg/m ³ 8 hr. respirable dust STEL: 4 mg/m ³ 15 min
Sodium hydroxide	2 mg/m ³ STEL		STEL: 2 mg/m ³ 15 min

Biological limit values

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific regulatory bodies

Derived No Effect Level (DNEL) / Derived Minimum Effect Level (DMEL)

See table for values

Component	Acute effects local (Inhalation)	Acute effects systemic (Inhalation)	Chronic effects local (Inhalation)	Chronic effects systemic (Inhalation)
Calcium hydroxide 1305-62-0 (75 - 85)	DNEL = 4mg/m ³		DNEL = 1mg/m ³	
Sodium hydroxide 1310-73-2 (< 4)			DNEL = 1mg/m ³	

Predicted No Effect Concentration (PNEC)

See values below.

Component	Fresh water	Fresh water sediment	Water Intermittent	Microorganisms in sewage treatment	Soil (Agriculture)
Calcium hydroxide 1305-62-0 (75 - 85)	PNEC = 0.49mg/L		PNEC = 0.49mg/L	PNEC = 3mg/L	PNEC = 1080mg/kg soil dw

Component	Marine water	Marine water sediment	Marine water intermittent	Food chain	Air
Calcium hydroxide 1305-62-0 (75 - 85)	PNEC = 0.32mg/L				

8.2. Exposure controls

Engineering Measures

Ensure that eyewash stations and safety showers are close to the workstation location.

Wherever possible, engineering control measures such as the isolation or enclosure of the process, the introduction of process or equipment changes to minimise release or contact, and the use of properly designed ventilation systems, should be adopted to control hazardous materials at source

Personal protective equipment

Eye Protection

Goggles (European standard - EN 166)

Hand Protection

Protective gloves

Glove material	Breakthrough time	Glove thickness	EU standard	Glove comments
Neoprene	See manufacturers recommendations	-	EN 374	(minimum requirement)

Skin and body protection

Long sleeved clothing.

Inspect gloves before use.

Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. (Refer to manufacturer/supplier for information)

Ensure gloves are suitable for the task: Chemical compatability, Dexterity, Operational conditions, User susceptibility, e.g.

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sensitisation effects, also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion.

Remove gloves with care avoiding skin contamination.

Respiratory Protection

When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.
To protect the wearer, respiratory protective equipment must be the correct fit and be used and maintained properly

Large scale/emergency use

Use a NIOSH/MSHA or European Standard EN 136 approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced

Recommended Filter type: Particulates filter conforming to EN 143

Small scale/Laboratory use

Use a NIOSH/MSHA or European Standard EN 149:2001 approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.

Recommended half mask:- Valve filtering: EN405; or; Half mask: EN140; plus filter, EN 141

When RPE is used a face piece Fit Test should be conducted

Environmental exposure controls

No information available.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on basic physical and chemical properties

Physical State	Solid	
Appearance	White - Light grey	
Odor	Odorless	
Odor Threshold	No data available	
Melting Point/Range	No data available	
Softening Point	No data available	
Boiling Point/Range	No information available	
Flammability (liquid)	Not applicable	Solid
Flammability (solid,gas)	No information available	
Explosion Limits	No data available	
Flash Point	Not applicable	Method - No information available
Autoignition Temperature	No data available	
Decomposition Temperature	No data available	
pH	12 - 14	Alkaline
Viscosity	Not applicable	Solid
Water Solubility	Slightly soluble	
Solubility in other solvents	No information available	
Partition Coefficient (n-octanol/water)		
Vapor Pressure	No information available	
Density / Specific Gravity	0.9	
Bulk Density	No data available	
Vapor Density	Not applicable	Solid
Particle characteristics	No data available	

9.2. Other information

Evaporation Rate Not applicable - Solid

SECTION 10: STABILITY AND REACTIVITY

10.1. Reactivity

None known, based on information available

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Soda lime - not hygroscopic

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10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Hazardous Polymerization Hazardous Reactions

Hazardous polymerization does not occur.
None under normal processing.

10.4. Conditions to avoid

Exposure to air.

10.5. Incompatible materials

Halogenated solvents.

10.6. Hazardous decomposition products

Calcium oxides. Sodium oxides.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1. Information on hazard classes as defined in Regulation (EC) No 1272/2008

Product Information

(a) acute toxicity;

Oral

Based on available data, the classification criteria are not met

Dermal

Based on available data, the classification criteria are not met

Inhalation

Based on available data, the classification criteria are not met

Toxicology data for the components

Component	LD50 Oral	LD50 Dermal	LC50 Inhalation
Calcium hydroxide	LD50 = 7340 mg/kg (Rat)	LD50 > 2500 mg/kg (Rat)	LC50 > 6.04 mg/L (Rat) 4 h
Sodium hydroxide	140 - 340 mg/kg (Rat)	1350 mg/kg (Rabbit)	-
Water	-	-	-

(b) skin corrosion/irritation;

Category 1 B

(c) serious eye damage/irritation;

Category 1

(d) respiratory or skin sensitization;

Respiratory

No data available

Skin

No data available

(e) germ cell mutagenicity;

No data available

(f) carcinogenicity;

No data available

There are no known carcinogenic chemicals in this product

(g) reproductive toxicity;

No data available

(h) STOT-single exposure;

No data available

(i) STOT-repeated exposure;

No data available

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Target Organs No information available.

(j) aspiration hazard; Not applicable
Solid

Symptoms / effects, both acute and delayed Product is a corrosive material. Use of gastric lavage or emesis is contraindicated. Possible perforation of stomach or esophagus should be investigated. Ingestion causes severe swelling, severe damage to the delicate tissue and danger of perforation.

11.2. Information on other hazards

Endocrine Disrupting Properties Assess endocrine disrupting properties for human health. This product does not contain any known or suspected endocrine disruptors.

SECTION 12: ECOLOGICAL INFORMATION

12.1. Toxicity

Ecotoxicity effects .

Component	Freshwater Fish	Water Flea	Freshwater Algae
Calcium hydroxide	LC50 = 160 mg/L, 96h static (Gambusia affinis)		
Sodium hydroxide	LC50: = 45.4 mg/L, 96h static (Oncorhynchus mykiss)		

12.2. Persistence and degradability

Persistence May persist, based on information available.
Degradability Not relevant for inorganic substances.

12.3. Bioaccumulative potential Bioaccumulation is unlikely

12.4. Mobility in soil Is not likely mobile in the environment due its low water solubility. Highly mobile in soils

12.5. Results of PBT and vPvB assessment No data available for assessment.

12.6. Endocrine disrupting properties

Endocrine Disruptor Information This product does not contain any known or suspected endocrine disruptors

12.7. Other adverse effects
Persistent Organic Pollutant
Ozone Depletion Potential

This product does not contain any known or suspected substance
This product does not contain any known or suspected substance

SECTION 13: DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

Waste from Residues/Unused Products Waste is classified as hazardous. Dispose of in accordance with the European Directives on waste and hazardous waste. Dispose of in accordance with local regulations.

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Contaminated Packaging	Dispose of this container to hazardous or special waste collection point.
European Waste Catalogue (EWC)	According to the European Waste Catalog, Waste Codes are not product specific, but application specific.
Other Information	Waste codes should be assigned by the user based on the application for which the product was used. Do not empty into drains. Do not flush to sewer. Large amounts will affect pH and harm aquatic organisms.

SECTION 14: TRANSPORT INFORMATION

IMDG/IMO Not regulated
Exempt under special provision 62

14.1. UN number
14.2. UN proper shipping name
14.3. Transport hazard class(es)
14.4. Packing group

ADR Not regulated
Exempt under special provision 62

14.1. UN number
14.2. UN proper shipping name
14.3. Transport hazard class(es)
14.4. Packing group

IATA Not regulated
Exempt under special provision A16

14.1. UN number
14.2. UN proper shipping name
14.3. Transport hazard class(es)
14.4. Packing group

14.5. Environmental hazards No hazards identified

14.6. Special precautions for user No special precautions required.

14.7. Maritime transport in bulk according to IMO instruments Not applicable, packaged goods

SECTION 15: REGULATORY INFORMATION

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

International Inventories

Europe (EINECS/ELINCS/NLP), China (IECSC), Taiwan (TCSI), Korea (KECL), Japan (ENCS), Japan (ISHL), Canada (DSL/NDSL), Australia (AICS), New Zealand (NZIoC), Philippines (PICCS). US EPA (TSCA) - Toxic Substances Control Act, (40 CFR Part 710)

Component	CAS No	EINECS	ELINCS	NLP	IECSC	TCSI	KECL	ENCS	ISHL
Soda lime	8006-28-8	-	-	-	X	X	-	-	-
Calcium hydroxide	1305-62-0	215-137-3	-	-	X	X	KE-04518	X	X
Sodium hydroxide	1310-73-2	215-185-5	-	-	X	X	KE-31487	X	X
Water	7732-18-5	231-791-2	-	-	X	X	KE-35400	X	-

Component	CAS No	TSCA	TSCA Inventory	DSL	NDSL	AICS	NZIoC	PICCS
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			notification - Active-Inactive					
Soda lime	8006-28-8	-	-	-	-	X	X	X
Calcium hydroxide	1305-62-0	X	ACTIVE	X	-	X	X	X
Sodium hydroxide	1310-73-2	X	ACTIVE	X	-	X	X	X
Water	7732-18-5	X	ACTIVE	X	-	X	X	X

Legend: X - Listed '-' - Not Listed

KECL - NIER number or KE number (<http://ncis.nier.go.kr/en/main.do>)

Authorisation/Restrictions according to EU REACH

Component	CAS No	REACH (1907/2006) - Annex XIV - Substances Subject to Authorization	REACH (1907/2006) - Annex XVII - Restrictions on Certain Dangerous Substances	REACH Regulation (EC 1907/2006) article 59 - Candidate List of Substances of Very High Concern (SVHC)
Soda lime	8006-28-8	-	-	-
Calcium hydroxide	1305-62-0	-	-	-
Sodium hydroxide	1310-73-2	-	Use restricted. See item 75. (see link for restriction details)	-
Water	7732-18-5	-	-	-

REACH links

<https://echa.europa.eu/substances-restricted-under-reach>

Seveso III Directive (2012/18/EC)

Component	CAS No	Seveso III Directive (2012/18/EC) - Qualifying Quantities for Major Accident Notification	Seveso III Directive (2012/18/EC) - Qualifying Quantities for Safety Report Requirements
Soda lime	8006-28-8	Not applicable	Not applicable
Calcium hydroxide	1305-62-0	Not applicable	Not applicable
Sodium hydroxide	1310-73-2	Not applicable	Not applicable
Water	7732-18-5	Not applicable	Not applicable

Regulation (EC) No 649/2012 of the European Parliament and of the Council of 4 July 2012 concerning the export and import of dangerous chemicals

Not applicable

Contains component(s) that meet a 'definition' of per & poly fluoroalkyl substance (PFAS)?

Not applicable

Take note of Directive 98/24/EC on the protection of the health and safety of workers from the risks related to chemical agents at work .

Take note of Directive 2000/39/EC establishing a first list of indicative occupational exposure limit values

National Regulations

UK - Take note of Control of Substances Hazardous to Health Regulations (COSHH) 2002 and 2005 Amendment

WGK Classification

Water endangering class = 1 (self classification)

Component	Germany - Water Classification (AwSV)	Germany - TA-Luft Class
Calcium hydroxide	WGK1	
Sodium hydroxide	WGK1	

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Component	Switzerland - Ordinance on the Reduction of Risk from handling of hazardous substances preparation (SR 814.81)	Switzerland - Ordinance on Incentive Taxes on Volatile Organic Compounds (OVOC)	Switzerland - Ordinance of the Rotterdam Convention on the Prior Informed Consent Procedure
Sodium hydroxide 1310-73-2 (< 4)	Prohibited and Restricted Substances		

15.2. Chemical safety assessment

Chemical Safety Assessment/Reports (CSA/CSR) are not required for mixtures

SECTION 16: OTHER INFORMATION

Full text of H-Statements referred to under sections 2 and 3

H290 - May be corrosive to metals
H314 - Causes severe skin burns and eye damage
H315 - Causes skin irritation
H318 - Causes serious eye damage
H335 - May cause respiratory irritation

Legend

CAS - Chemical Abstracts Service

EINECS/ELINCS - European Inventory of Existing Commercial Chemical Substances/EU List of Notified Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

IECSC - Chinese Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

ENCS - Japanese Existing and New Chemical Substances

AICS - Australian Inventory of Chemical Substances

NZIoC - New Zealand Inventory of Chemicals

WEL - Workplace Exposure Limit

ACGIH - American Conference of Governmental Industrial Hygienists

DNEL - Derived No Effect Level

RPE - Respiratory Protective Equipment

LC50 - Lethal Concentration 50%

NOEC - No Observed Effect Concentration

PBT - Persistent, Bioaccumulative, Toxic

TWA - Time Weighted Average

IARC - International Agency for Research on Cancer
Predicted No Effect Concentration (PNEC)

LD50 - Lethal Dose 50%

EC50 - Effective Concentration 50%

POW - Partition coefficient Octanol:Water

vPvB - very Persistent, very Bioaccumulative

ADR - European Agreement Concerning the International Carriage of Dangerous Goods by Road

IMO/IMDG - International Maritime Organization/International Maritime Dangerous Goods Code

OECD - Organisation for Economic Co-operation and Development

BCF - Bioconcentration factor

Key literature references and sources for data

<https://echa.europa.eu/information-on-chemicals>

Suppliers safety data sheet, Chemadvisor - LOLI, Merck index, RTECS

ICAO/IATA - International Civil Aviation Organization/International Air Transport Association

MARPOL - International Convention for the Prevention of Pollution from Ships

ATE - Acute Toxicity Estimate

VOC - (Volatile Organic Compound)

Classification and procedure used to derive the classification for mixtures according to Regulation (EC) 1272/2008 [CLP]:

Physical hazards On basis of test data

Health Hazards Calculation method

Environmental hazards Calculation method

Training Advice

Chemical hazard awareness training, incorporating labelling, Safety Data Sheets (SDS), Personal Protective Equipment (PPE) and hygiene.

Use of personal protective equipment, covering appropriate selection, compatibility, breakthrough thresholds, care, maintenance, fit and standards.

First aid for chemical exposure, including the use of eye wash and safety showers.

Chemical incident response training.

Creation Date

22-Jun-2008

SAFETY DATA SHEET

Soda lime - not hygroscopic

Revision Date 09-Feb-2024

Revision Date	09-Feb-2024
Revision Summary	Not applicable.

This safety data sheet complies with Regulation UK SI 2019/758 and UK SI 2020/1577 as amended.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text

End of Safety Data Sheet

Safety Data Sheet For 0912 – Universal Antifreeze

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND COMPANY NAME

1.1 Product Identifier Antifreeze MEG

Product Code D001

1.2 Relevant identified uses of the substance or mixture and uses advised against Automotive industry antifreeze
Do not use in any other application.

1.4 Emergency Telephone Number [REDACTED]

2. HAZARDS IDENTIFICATION

2.1 Classification of the substance or mixture

See section 16 for full text of H phrases

CLP Classification:

Acute Toxicity, Hazard Category 4; H302
Specific Target Organ Toxicity, Repeated Exposure, Hazard Category 2; H373

2.2 Label Elements

Labelling in accordance with CLP
Contains Mono Ethylene Glycol



WARNING



WARNING

Hazard Statements

H302 Harmful if swallowed
H373 May cause damage to organs (kidneys) through prolonged or repeated exposure if swallowed

Precautionary Statements

P260 Do not breathe vapour/spray
P264 Wash contaminated skin thoroughly after handling
P270 Do not eat, drink or smoke when using this product
P301+310 IF SWALLOWED: Immediately call a POISON CENTRE/doctor.
P501 Dispose of contents/container in accordance with local regulations.

Supplementary Precautionary Statements

P330 Rinse mouth

2.3 Other Hazards

Not classified as PBT/vPvB by current EU criteria

3. COMPOSITION/INFORMATION ON INGREDIENTS

3.2 Mixtures

Component	Ec No	REACH Reg. No.	GHS Classification	DSD Classification	Conc. %
Mono Ethylene Glycol	203-473-3	01-2119456816-28	Acute Tox. 4; H302 STOT RE. 2; H373	Xn; R22	60-100
Disodium tetraborate Pentahydrate	215-540-4	01-2119490790-32	Eye Irrit. 2; H319 Repr. 1B; H360fd	-	1-3

Other Information

This material is a mixture. All components have been registered under REACH by the manufacturer or supplier.

FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation Move the exposed person to fresh air at once. If breathing stops, provide artificial respiration. When breathing is difficult, properly trained personnel may assist affected person by administering oxygen. Get medical attention if any discomfort continues.

Eyes Promptly wash eyes with plenty of water while lifting the eye lids. Make sure to remove any contact lenses from the eyes before rinsing. Continue to rinse for at least 15 minutes. Get medical attention if any discomfort continues.

Skin

Remove contaminated clothes and rinse skin thoroughly with water. Get medical attention if any discomfort continues.

Ingestion

Do not induce vomiting. If vomiting occurs, the head should be kept low so that the stomach vomit doesn't enter the lungs. Get medical attention. Rinse mouth thoroughly. Give small quantities of water to drink.

4.2 Most important symptoms and effects, both acute and delayed

Harmful if swallowed

4.3 Indication of immediate medical attention and special treatment needed, if necessary

Treat symptomatically

5. FIRE FIGHTING MEASURES

5.1 Extinguishing media

Extinguish with alcohol-resistant foam, carbon dioxide, dry powder or water fog. Do not use water jet as an extinguisher, as this will spread the fire.

5.2 Specific hazards arising from the substance or mixture

During fire, toxic gases (CO, CO₂) are formed. Heat may cause the containers to explode.

Fire creates: Toxic gases/vapours/fumes of: Carbon monoxide and carbon dioxide

5.3 Advice for fire-fighters

Keep people away. Isolate fire and deny unnecessary entry. Use water to keep fire exposed containers cool and disperse vapours. Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

6. ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Wear protective clothing as described in Section 8. No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid inhalation of vapours and aerosol spray. Provide adequate ventilation.

6.2 Environmental precautions

Do not discharge into drains, water courses or onto the ground. Avoid discharge to the aquatic environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

6.3 Methods and material for containment and cleaning up

Stop leak if possible without risk. Remove sources of ignition. Absorb in vermiculite, dry sand or earth and place into containers. Collect spillage in containers, seal securely and deliver for disposal according to local regulations.

6.4 Reference to other sections

Personal protective equipment: See section 8

7. HANDLING AND STORAGE

7.1 Precautions for safe handling

Avoid inhalation of vapours/spray and contact with skin and eyes. Do not ingest. Good personal hygiene is necessary. Wash hands and contaminated areas with water and soap before leaving the work site. Provide good ventilation. Do not eat, drink or smoke when using the product.

7.2 Conditions for safe storage, including any incompatibilities

Keep separate from food, feedstuffs, fertilisers and other sensitive material. Store in tightly closed original container in a dry, cool and well-ventilated place. Keep upright. Store in closed original container at temperatures between 0°C and 40°C. Protect from light, including direct sunrays.

7.3 Specific end use(s)

Identified uses for this product are detailed in section 1.2.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control parameters

Standard	Substance	Long Term (8 Hours TWA)	Short Term (15 Mins)
WEL	Antifreeze	60 mg/m ³	125 mg/m ³
WEL	Mono Ethylene Glycol	20 ppm(Sk) / 52 mg/m ³ (Sk)	40 ppm(Sk) / 104 mg/m ³ (Sk)
WEL	Disodium tetraborate Pentahydrate	1 mg/m ³	

Disodium tetraborate pentahydrate - DNEL

Consumer	Oral	Short Term	Systemic Effects 1.15 mg/kg/day
Industry	Inhalation	Short Term	Local Effects 17.04 mg/m ³
Industry	Inhalation	Long Term	Local Effects 17.04 mg/m ³
Industry	Inhalation	Long Term	Systemic Effects 9.8 mg/m ³
Consumer	Inhalation	Short Term	Local Effects 17.04 mg/m ³
Consumer	Inhalation	Long Term	Local Effects 17.04 mg/m ³
Consumer	Inhalation	Long Term	Systemic Effects 4.9 mg/m ³
Industry	Dermal	Long Term	Systemic Effects 458.2 mg/kg/day
Consumer	Dermal	Long Term	Systemic Effects 231.8 mg/kg/day

PNEC

Freshwater	2.02	mg/l
Marinewater	2.02	mg/l
Intermittent release	13.7	mg/l
Soil	5.4	mg/kg
STP	10	mg/l

Mono Ethylene Glycol – DNEL

Industry	Inhalation	Long Term	Local Effects 35 mg/m ³
Industry	Dermal	Long Term	Systemic Effects 106 mg/kg
Consumer	Inhalation	Long Term	Local Effects 7 mg/m ³
Consumer	Dermal	Long Term	Systemic Effects 53 mg/m ³

PNEC

Freshwater	10	mg/l
Marinewater	1	mg/l
STP	199.5	mg/l
Sediment Freshwater	20.9	mg/kg
Soil	1.53	mg/kg

8.2 Exposure controls

Engineering Measures

Provide adequate general and local exhaust ventilation

Respiratory Equipment

It is recommended to use respiratory equipment with combination filter, type A2/P2.

Hand Protection

For prolonged or repeated skin contact use suitable protective gloves. Butyl rubber gloves are recommended. Neoprene gloves are recommended. Nitrile gloves are recommended, but be aware that the liquid may penetrate the gloves. Frequent change is advisable. Polyvinyl alcohol gloves are recommended. EN474 gloves with a protective index of 6 or greater are recommended.

Eye Protection

Use approved safety goggles or face shield. EN 166 recommended.

Other Protection

Provide eye wash station and safety shower. Wear suitable protective clothing as protection against splashing or contamination.

Hygiene Measures

Wash hands at the end of each work shift and before eating, drinking, smoking and using the toilet. When using do not eat, drink or smoke. Wash contaminated clothing before reuse.

Environmental Exposure Controls

Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

9. PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Does not constitute a specification

Typical Values

Grades:	Units	Antifreeze MEG
Appearance		Varied Colours - Liquid Hygroscopic Viscous
Odour		Odourless
Odour Threshold		No data available
pH		Not applicable
Melting point/range	°C	-12
Initial boiling point and range	°C	197°C 760 mm Hg
Flash point (PMCC)	°C	111°C
Flammability		No data available
Upper/lower flammability or explosive limits		Lower 3.2%
Vapour pressure	kPa (0.1 mm Hg)	0.05 kPa @ 20°C
Relative density	kg/m ³	1.10 @ 20°C
Solubility		Miscible with water. Miscible with Acetone Alcohol
Partition coefficient n-octanol/water		-1.36
Autoignition temperature		400°C
Decomposition temperature		No data available
Viscosity	mm ² /s	No data available
Evaporation rate		Not applicable
Vapour density		No data available
Explosive properties		Not applicable
Oxidising properties		None

9.2 Other Information None

10. STABILITY AND REACTIVITY

10.1 Reactivity	No specific test data related to reactivity available for this product
10.2 Chemical stability	Stable under normal temperature conditions and recommended use
10.3 Possibility of hazardous reactions	Will not polymerise
10.4 Conditions to avoid	Avoid heat, flames and other sources of ignition. Avoid contact with strong oxidisers.
10.5 Incompatible materials	Strong oxides. Strong alkalis. String acids.
10.6 Hazardous decomposition products	During fire, toxic gases (CO, CO ₂) are formed.

11. TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Toxicity	
- Oral	LD50 7712 mg/kg rat
- Dermal	LD50 >3500 mg/kg mouse
- Inhalation	LC50 >2.5 mg/l (vapours) Rat 6hrs
Corrosivity/Irritation	Not irritating
Skin Sensitisation	Guinea pig maximization test (GPMT): Guinea Pig Not sensitising
Specific Target Organ	STOT Repeated exposure NOAEL 200 mg/kg Oral Rat
Toxicity Repeated	Ingestion Harmful if swallowed
Exposure	Route of Entry Ingestion - Target Organs - Kidneys
Mutagenicity	Genotoxicity In vitro
	Gene Mutation: Not mutagenic Negative
Carcinogenicity	Not available
Reproductive Toxicity	Fertility:>1000 mg/kg Oral Rat
	Not expected to be a reproductive toxicant

12. ECOLOGICAL INFORMATION

12.1 Toxicity

The product is not expected to be hazardous to the environment. Ecotoxicological data on main component only.

Acute toxicity Fish: LC50 96 hours 72860 mg/l Pimephales promelas (Fat-head Minnow)

Acute toxicity Aquatic Invertebrates: EC50 48 hours > 100 mg/l Daphnia magna

Acute toxicity Aquatic Plants: EC50 96 hours > 6500 mg/l Selenastrum capricornutum

Acute toxicity Microorganisms: EC20 > 1995 mg/l Activated Sludge 30 mins

Chronic toxicity Fish Early Life Stage: NOEC 15380 mg/l Pimephales promelas (Fat-head Minnow). 7 days

12.2 Persistence and Degradability

Readily biodegradable. Hydrolysis is not expected/probable.

12.3 Bioaccumulative Potential

Bioconcentration potential is low

12.4 Mobility in Soil

This material has low volatility and is water soluble hence the potential for mobility is high.

12.5 Results of PBT and vPvB Assessment

Not classified as PBT/vPvB by current EU criteria.

12.6 Other Adverse Effects

None known.

13. DISPOSAL RECOMMENDATIONS

13.1 Waste Treatment Methods

Where possible, arrange for product to be recycled.

Dispose of via an authorised person/ licensed waste disposal contractor in accordance with local regulations.

Incineration may be carried out under controlled conditions provided that local regulations for emissions are met.

14. TRANSPORT INFORMATION

Not classified as dangerous goods for carriage under ADR/RID/AND/IMDG/ICAO/IATA regulations

14.1 UN Number

-

14.2 UN Proper Shipping Name

-

14.3 Transport Hazard Class

-

14.4 Packing Group

-

14.5 Environmental Hazards

-

14.6 Special Precautions for User

See section 8 for safe handling

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable to packaged goods

15. REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

Supply regulations: DPD: Dangerous Preparations Directive; GHS:

Globally Harmonised System of classification and labelling of chemicals;

CLP: Classification, Labelling and Packaging regulations.

Transport regulations: CDG: Carriage of Dangerous Goods regulations;

ADR/RID/IMDG/ICAO/IATA regulations.

15.2 Chemical Safety Assessment

No formal chemical safety assessment has been carried out.

16. OTHER INFORMATION

Full text of classification data in sections 2 and 3

Acute Tox. 4; H302	Harmful if swallowed
STOT RE 2; H373	Causes damage to organs through prolonged or repeated exposure
Eye Irrit. 2; H319	Causes serious eye irritation
Repr. 1A; H360FD	May damage fertility or the unborn child
Skin Corr. 1A; H314	Causes severe skin burns and eye damage

DISCLAIMER

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

Schedule 7 – Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 707549452

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
N/A	N/A	N/A	N/A	N/A

**Schedule 8 – Acceptance Procedure (i.a.w. Condition 29) for Contract
No: 707549452**

Schedule 9: Publishable Performance Information

KPI Description*	Rating Thresholds*	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
KPI 1 - Progress Reporting	Good:	Quarterly	<i>[Contractor to insert the relevant Quarter and Year for the period being reported on.]</i>	<i>[Contractor to insert the average Rating for the period being reported. This should show the actual performance achieved during the period. The format must be consistent with 'Rating Thresholds'.]</i>	<i>[Contractor to insert the Rating for the period being reported. The Rating must correspond to the appropriate 'Rating Thresholds'.]</i>	<i>[Contractor to insert a comment as appropriate] A Comment is only required if a rating of 'Requires Improvement' or 'Inadequate' applies</i>
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
KPI 3 - Factory Acceptance Testing (FAT)	Good:	Quarterly				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

KPI 4 - Management of S2022s	Good:	Quarterly					
	Approaching Target:						
	Requires Improvement:						
	Inadequate:						

*Publishable fields.

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

DEFFORM 711 - PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>		707549452			
2. <u>ID #</u>	3. <u>Unique Technical Data</u> <u>Reference Number / Label</u>	4. <u>Unique Article(s)*</u> <u>Identification Number / Label</u>	5. <u>Statement</u> <u>Describing IPR Restriction</u>	6. <u>Ownership of the</u> <u>Intellectual Property Rights</u>	
2	[REDACTED]	[REDACTED]	[REDACTED]	JFD	
3	[REDACTED]	[REDACTED]	[REDACTED]	JFD	

4	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD
5	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD
6	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD
7	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD

8	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD
9	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD
10	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD

11	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD
12	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD (in relation to the outlined Sections only)
13	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD (in relation to the outlined Sections only)

			<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	
14	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	JFD (in relation to the outlined Sections only)
15	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	JFD (in relation to the outlined Sections only)
16	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	JFD (in relation to the outlined Sections only)

17	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD (in relation to the outlined Sections only)
18	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD (in relation to the outlined Sections only)
19	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	JFD (in relation to the outlined Sections only)
20	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	JFD

			<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	
21	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	JFD

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

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

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

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

Schedule 11 – Statement of Work

Schedule 11 is attached as a separate document:
[20250227_TMCC_707549452_Schedule 11_SoW-OS]



SALMO DIVING LIFE SUPPORT TEAM

TRANSPORTABLE MANNED COMPRESSION CHAMBERS (TMCC) IN-SERVICE SUPPORT (ISS) STATEMENT OF WORK (SoW)

Document Control

[REDACTED]
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Version Control

Version	Date	Comments	Author
1.0	08 Aug 2023	First Draft	
1.1	22 Jul 2024	Final Draft following Contract Amendments	
1.2	22 August 2024	Final version	
2.0	17 Dec 2024	Amendments following evaluation/negotiation	
3.0	8 January 2025	Minor amendments to Appendix 1	
4.0	26 February 2025	Final version for Contract (red text removed from Appendix 1)	

Introduction

This Statement of Work (SoW) defines the scope of work for the In-Service Support of Transportable Manned Compression Chambers (TMCC). The TMCCs have two variants which are below.

- TMCC Ship Fit.
- TMCC Containerised version. This is supplied with a containerised Support Unit.

TMCC is faced with a major obsolescence issue as the current Atmosphere Control Breathing System (AC/BS) is based on 386 computer technology, designed in 1997; the system is obsolete and has limited dive data storage capacity and is not compatible with modern IT.

Contents**Work Packages**

1. Core Management Tasks (Meetings)
2. Core Management Tasks (Documentation)
3. Core Management Tasks (Technical Support)
4. Refurbishments
5. Ad-hoc Tasking
6. Repair Services
7. Obsolescence Management and Rectification of AC/BS
8. Training
9. Provision of Spares

Annexes

- a. Quality Management
- b. Specifications covering identification, marking and age on delivery of rubber materiel, assemblies and rubber containing composites
- c. Refurbishment Modification Instructions.
- d. Tailored Def Stan 00-056 for this contract.
- e. Contract Deliverable List
- f. Refurbishment planning schedule

Appendices to Annex C

1. TMCC Refurbishment & Modification Standard.
2. TMCC Containerised Refurbishment Standard – including Modifications
3. TMCC Support Unit Refurbishment Standard – including Modification.

1 - Core Management Tasks – Meetings				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
1.1	Support Management Services	<p>1. The Contractor shall provide a suitably qualified and experienced Project/Operations Manager (P/OM). The P/OM shall implement and manage the ISS contract and act as the primary Point of Contact (POC) between the Authority and the Contractor throughout the duration of the contract.</p> <p>2. The Contractor shall provide a suitably qualified and experienced replacement during periods of absence of the P/OM.</p> <p>3. The P/OM or alternate P/OM shall be available during the Business Day.</p> <p>4. The Contractor shall provide an enquiries helpline during the Business Day to provide technical support. They shall respond to specific equipment-related queries from the Authority with any resolution or action to be taken.</p>	<p>1. Provide a suitably qualified and experienced P/OM throughout the duration of the contract with name and contact details provided.</p> <p>2. Provide a suitable replacement P/OM for absences longer than two days.</p> <p>3. Provide a P/OM and respond to enquiries with resolution or action to be taken.</p>	<p>1. At Contract Award</p> <p>2. An enquiry shall be no more than three Business Days effort. If three Business Days is unachievable the Authority should be informed of expected time of completion.</p>
1.2	Project Initiation Meeting (PIM)	<p>1. The Contractor shall provide administrative and secretarial services for a PIM, which shall act as the first official meeting between both parties after Contract award. The meeting shall be held at MOD Abbey Wood with an aim to gain the Authority's approval for the service support, identify / review project risks, timescales and review any assumptions across stakeholder community. It shall consist of, but shall not be limited to, the following points of discussion:</p> <ul style="list-style-type: none"> a. Review of the contract schedule. b. Security strategy. c. Safety strategy. d. Integrated logistics support strategy (based upon the versions issued within the tender response) e. Review the Risk and Opportunities Register. 	<p>1. The PIM is held to the satisfaction of the Authority.</p> <p>2. A Calling and Agenda Notice for the meeting is to be sent out prior to all meetings to the required attendees. Minutes to be distributed to all attendee's post meeting</p>	<p>1. The PIM will be held no later than 10 Business Days after Contract Award.</p> <p>2. Agendas received by the Authority no later than 5 Business Days prior to the PIM.</p> <p>3. Draft meeting minutes issued to the Authority for review and acceptance No later than 5 Business Days after the PIM. Final meeting minutes (which includes any required changes)</p>

1 - Core Management Tasks – Meetings				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<p>f. Service support, to include Reference System management and initiation of service support.</p> <p>2. The Contractor shall produce an agenda.</p> <p>3. The Contractor shall produce and distribute minutes for the PIM.</p>	3. Draft and final meeting minutes formally issued to, and accepted by, the Authority	distributed no later than 5 Business Days after Authority approval of the draft meeting minutes.
1.3	In-Service Support Meetings	<p>1. The Contractor shall provide administrative and secretarial services for In-Service Support Meetings. By mutual agreement, meetings may take place online, e.g., via MS Teams, where technology allows, and security levels are not breached. However, meetings can also take place at the Contractor's premises, MOD Abbey Wood or an agreed location decided by the Authority.</p> <p>The Contractor shall provide adequate and appropriate Suitably Qualified and Experienced Personnel (SQEP) representation at meetings.</p> <p>The In-Service Support Meetings shall consist of, but shall not be limited to, the following points of discussion:</p> <ul style="list-style-type: none"> • Review outstanding actions from previous meeting. • Design upkeep tasks. • Def Stan 05-57. • Def Stan 05-61 – Concessions. • Defect Reports (DRACAS). • S2022s and OPDEFs. • S2022A's. • Obsolescence Management • Technology watch. • Contractor facilities. • Books of Reference (BR) updates. • Planned maintenance schedules (PMS). • Instructional Specifications (ISPECS). • Navy lessons and incident management system (NLIMS). 	<p>1. The ISS Support meeting will be held online or at a location as directed by the Authority.</p> <p>2. A Calling and Agenda Notice for the meeting is to be sent out prior to all meetings to the required attendees. Minutes to be distributed to all attendee's post meeting.</p> <p>3. Draft and final meeting minutes formally issued to, and accepted by, the Authority.</p>	<p>1. The meetings will be held bi-annually.</p> <p>2. Agenda received by the Authority no later than 5 Business Days prior to the meeting.</p> <p>3. Draft meeting minutes issued to the Authority for review and acceptance no later than 5 Business Days after the Meeting. Final meeting minutes (which includes any required changes) distributed no later than 5 Business Days after Authority approval of the draft meeting minutes.</p>

1 - Core Management Tasks – Meetings				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<ul style="list-style-type: none"> Diving incident report forms (DIRF). Diving equipment safety notices (DESN). Diving safety memorandums (DSM). Diving related information. Quality management Government Furnished Assets. Upkeep/logistic support <p>2. The Contractor shall provide an agenda and minutes.</p>		
1.4	Project Safety and Environmental Committee (PSEC) Meeting	<p>1. The Contractor shall provide administrative and secretarial services to the TMCC safety meetings. Their attendance will form part of the safety committee. By mutual agreement, meetings may take place online, e.g., via MS Teams, where technology allows, and security levels are not breached. However, meetings can also take place at the Contractor's premises, MOD Abbey Wood or an agreed location as decided by the Authority.</p> <p>The contractor shall provide adequate and appropriate Suitably Qualified and Experienced Personnel (SQEP) representation at meetings.</p> <p>The PSEC shall consist of, but shall not be limited to, the following points of discussion:</p> <ul style="list-style-type: none"> Review outstanding actions from previous meeting. Review of non-hazard related actions. Re-acceptance of risk criteria. Review of in-year changes since previous PSEC. Changes to capability assumptions. Navy lessons and incident management system (NLIMS). Diving incident report forms (DIRF). Diving equipment safety notices (DESN). Diving safety memorandums (DSM). Diving related information (DRI). Review of Hazard Log. 	<p>1. Attendance at the meeting by P/OM and Safety representative.</p> <p>2. A Calling and Agenda Notice for the meeting is to be sent out prior to all meetings to the required attendees. Minutes to be distributed to all attendee's post meeting...</p> <p>3. That Environmental Reviews and screening has been conducted and the outcomes</p>	<p>1. The meeting will be held annually.</p> <p>2. Agendas received by the Authority no later than 5 Business Days prior to the meeting. Draft meeting minutes issued to the Authority for review and acceptance no later than 5 Business Days after the meeting. Final meeting minutes (which includes any required changes) distributed no later than 5 Business Days after Authority approval of the draft meeting minutes.</p>

1 - Core Management Tasks – Meetings				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<ul style="list-style-type: none"> • Endorsement of risks. • Review of Environmental Impacts • Environmental working groups • Environmental impact screening and scoping reviews <p>2. The Contractor shall produce and distribute an agenda and minutes.</p> <p>3. Extra ordinary PSECs shall be held if safety concerns are raised by either party and agreed by the Authority.</p>	presented in the PSEC.	
1.5	Contract Progress Meetings	<p>1. The Contractor shall provide administrative and secretarial services for the Contract Progress Meetings. These meetings may take place online, e.g., via MS Teams where technology allows, and security levels are not breached. However, meetings can also take place at the Contractor's premises, MOD Abbey Wood or an agreed location as decided by the Authority. The agenda for the Contract Progress Meeting shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Review of Actions • Current Project Status/update • Review of performance against KPIs since last meeting • Forward view of next 3 months performance • Continuous Improvements status • Supplier relation review • Design Up Keeps 05-57 • Book of Reference (BRs). • Quality • DRACAS • Government Furnished Assets • Obsolescence Management issues • Safety NLIMS 	<p>1. The Contractors P/OM will act as secretary to this meeting.</p> <p>2. A Calling and Agenda Notice for the meeting is to be sent out prior to all meetings to the required attendees. Minutes to be distributed to all attendee's post meeting.</p> <p>3. The quarterly progress report shall be a clear, detailed and unambiguous summary of Contractor</p>	<p>1. The Meeting will be held:</p> <ul style="list-style-type: none"> • Bi-monthly for Contract Year 1 • Quarterly for Contract Year 2 • 6 monthly for Contract Year 3 onwards <p>2. Agendas received by the Authority no later than 5 Business Days prior to the meeting.</p> <p>Draft meeting minutes issued to the Authority for review and acceptance no later than 5 Business Days after the meeting. Final meeting minutes (which includes any required changes) distributed no later than 5 Business Days after</p>

1 - Core Management Tasks – Meetings				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<ul style="list-style-type: none"> • Ad-hoc tasking • Commercial • Update on all project plans e.g., Project Management Plan, Risk Management Plan OM Plan etc. • Logistic Support <p>2. The Contractor shall provide an agenda and minutes.</p> <p>3. The Contractor shall provide a quarterly progress report addressing each of the agenda items listed above.</p>	performance, in a format agreed and accepted by the Authority.	<p>Authority approval of the draft meeting minutes.</p> <p>3. The quarterly progress report is to be issued to the Authority no later than 5 Business Days after the end of each Contract quarter.</p>
1.6	In-Service Support Online Meeting	1. The Contractors P/OM shall be available to discuss current progress of the Contract to maintain good business as usual. This meeting will take place virtually, e.g., on Microsoft Teams.	<p>1. Only the Contractor's P/OM is required to attend to brief on current contract progress.</p> <p>1. Attendance at meeting and with ability to share information in relation to the contract, this maybe documents or screen share ability.</p>	<p>1. The meeting will be held:</p> <ul style="list-style-type: none"> • Bi-monthly for Contract Years 1 and 2. • Quarterly for Contract Year 3 onwards. <p>In Service Support meetings at WP 1.3 take precedence, therefore this meeting will not be held should there be a co-occurrence.</p>

TMCC Meetings Schedule

Project Initiation Meeting (PIM)
 In-Service Support Meetings (ISS-M)
 Project Safety and Environmental Committee Meeting (PSEC-M)
 Contract Progress Meetings (CP-M)
 Online ISS Meeting (OISS-M)

Year One**13 Meetings**

Meeting	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
PIM	x												1
ISS-M						x						x	2
PSEC-M												x	1
CP-M			x		x		x		x		x		5
OISS-M		x		x				x		x			4

Year Two**11 Meetings**

Meeting	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
ISS-M						x						x	2
PSEC-M												x	1
CP-M	x			x			x			x			4
OISS-M		x		x				x		x			4

Year Three Onwards**7 Meetings**

Meeting	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
ISS-M						x						x	2
PSEC-M												x	1
CP-M	x						x						2
OISS-M			x						x				2

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
2.1	Integrated Support Plan (ISP)	<p>1. The Contractor shall produce the ISP in accordance with Def Stan 00-600 Part 3 Issue 2 and be based on Integrated Logistic Support (ILS) principles, detailing how the Contractor will approach and carry out each element of the support solution activities and demonstrating how the solution can deliver the required level of support.</p> <ul style="list-style-type: none"> This is to include how the contractor will record data on reliability and maintenance and conduct analysis. This can be in an Annex and will confirm maintenance strategy, policy and Schedule. 	<p>1. The Contractor shall create and maintain an ISP.</p> <p>The Contractor shall deliver the ISP to the Authority.</p> <p>2. The Contractor shall review and, if required, amend the ISP.</p>	<p>1. Issue the final ISP to the Authority within 3 months of contract award.</p> <p>1. Review and amendments (if required) to be done on a quarterly basis throughout the Contract.</p>
2.2	Financial Reports	1. The Contractor shall submit financial reports quarterly in accordance with (iaw) DEFCON 647. This shall form part of the quarterly progress report (SoW 1.5)	1. Fully completed finance reports submitted by the Contractor	1. Issued, as part of the quarterly progress report, to the Authority no later than 5 Business Days after the end of each Contract quarter.
2.3	Key Performance Indicators (KPIs)	1. The Contractor shall submit their assessment of KPI performance, with supporting data, on a quarterly basis. A record of KPI performance throughout the life of the Contract should also form part of the quarterly progress reports (SoW 1.5)	1. Clear, detailed and unambiguous data showing performance against KPIs, and any mitigations, submitted and accepted by the Authority.	1. Issued, as part of the quarterly progress report, to the Authority no later than 5 Business Days after the end of each Contract quarter.
2.4	Quality Management Plan	1. The Contractor shall produce and maintain a Quality Management Plan in accordance with DEFCON 602A Quality Assurance (with Deliverable Quality Plan) and Annex A to this document (Quality Management).	1. An agreed Quality Management Plan in accordance with AQAP 2105. This must be a MS Word written document that can be amended and is held on file by the Contractor and can be distributed to the Authority at draft,	1. Final version to be issued to the Authority within three months of contract award. This will form part of the agenda of the Contract Progress Meetings (CP-M) for updates and be reviewed annually.

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
			final and on amendments.	
2.5	Risk Management Plan (RMP)	<p>1. The Contractor shall provide and manage the RMP.</p> <p>2. The RMP should identify, assess, treat, monitor, and report risks against the contract. The plan should detail how you are managing risk.</p> <p>The Draft Risk Management Plan shall include as a minimum:</p> <ul style="list-style-type: none"> a. Details of the risk management process b. Definition of roles & responsibilities in the process c. Tools and techniques that will be used to manage threats & opportunities through life. d. Scoring criteria to be applied e. Details of how risks have been used to identify 10, 50 and 90% confidence dates for key milestones. <p>The Risk Register shall include the following as a minimum:</p> <ul style="list-style-type: none"> a. Risk Description including impact and potential trigger date. b. Pre-mitigation probability and impact (in terms of Cost, Time, and Performance). c. Proposed mitigations. d. Estimated completion date of mitigation activities. e. Post-mitigation probability and impact f. Proposed fall-back plans. 	<p>1. An agreed RMP, that demonstrates how risk management is managed by the Contractor and how it will be used on this contract. This must be a MS Word written document that can be amended and is held on file by the Contractor and can be distributed to the Authority at draft, final and on amendments.</p>	<p>1. Final version to be issued to the Authority within one month of contract award. This will form part of the agenda of the Contract Progress Meetings (CP-M) for updates and reviewed annually.</p>

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
2.6	Project Management Plan (PMP)	<p>1. The Contractor shall produce and maintain a Project Management Plan. The PMP shall be a working document, updated by the Contractor throughout the duration of the contract.</p> <p>2. All changes to the PMP shall be submitted to the Authority for approval before implementation by the Contractor.</p> <p>PMP shall include the following as a minimum:</p> <ul style="list-style-type: none"> • Details of key project objectives and/or requirements, scope and exclusions, constraints, • Identification and management of stakeholders, • Risks, issues, assumptions, and dependencies, likely to refer to the related registers and plans. • Description of project approach, including project management lifecycle and its relationship with other applicable lifecycles such as the acquisition lifecycle • Project organisation, including key role descriptions, terms of reference and authority levels. • Plans for the management of subcontractors. • Plans for the management of GFA, • High level project plan / schedule, including key products, activities, and resources. 	<p>1. The Contractor shall provide and maintain a PMP. The PMP shall be a working document, updated by the Contractor throughout the duration of the contract.</p> <p>2. All changes to the PMP shall be submitted for approval to the Authority.</p>	<p>1. Final version to be issued to the Authority within 3 months of contract award.</p> <p>2. This will form part of the agenda of the Contract Progress Meetings (CP-M) for updates and reviewed annually.</p>
2.7	Intellectual Property Register (IPR)	<p>1. In accordance with Condition 46.11, a completed DEFFORM 711 'Notification of Intellectual Property Rights (IPR) Restrictions' shall be provided to the Authority.</p>	<p>1. Completion and submission of DEFFORM 711.</p>	<p>1. To be submitted as a part of tender return.</p>

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		2. 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 DEFFORM 711.	2. Notification of any changes to the DEFFORM 711 throughout the contract.	2. To be updated as necessary.
2.8	Obsolescence Management Plan (OMP)	<p>1. The Contractor shall within the ISP describe their approach to Obsolescence Management IAW: BS EN IEC 62402: 2019: demonstrating compliance with the ILS requirements.</p> <p>The Contractor shall provide an Obsolescence Management Plan which describes their OM processes, responsibilities, arrangements, tools, techniques and OM data required to ensure that the risk of obsolescence is managed as an integral part of design, development, production and in-service support.</p> <p>The Contractor shall conduct obsolescence management i.a.w:</p> <ul style="list-style-type: none"> • BS EN IEC 62402:2019 (Obsolescence Management – Application Guide). • DEFSTAN 00-600 Integrated Logistic Support Requirements for MOD Projects. • The Defence Logistics Support Chain Manual Vol. 7 Pt. 8.13 – Obsolescence Management. • DEFSTAN 05-135 Avoidance of Counterfeit Materiel. • STANAG 4597 Obsolescence Management. <p>The contractor shall provide adequate and appropriate Suitably Qualified and Experienced Personnel (SQEP) for ILS Activities these are also to be present at ISS</p> <p>The OMP must include but not limited to:</p>	<p>1. An Obsolescence Management Plan issued to and accepted by The Authority.</p> <p>2. Submission of a TAF for any Non - Core tasking elements authorised by the Authority</p> <p>3. An Obsolescence Health report has been issued and accepted by the Authority.</p>	<p>1. Final version to be issued within one month of contract award.</p> <p>This will form part of the agenda of the Contract Progress Meetings (CP-M) for updates and reviewed annually.</p> <p>The OM Report will be reviewed annually with the OMP in the Contract Progress Meetings (CP-M)</p> <p>2. Within the time stated on the TAF.</p> <p>3. The final Health report to be provided within 18 months of End of Contract.</p>

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<ul style="list-style-type: none"> • Scope of OMP • Organisation and communication of the plan including the nominated SQEP. • The Contractor shall utilise and upkeep an Obsolescence Register • The contractor shall provide Obsolescence Risk Register • The contractor shall provide an Obsolescence Issue Register. • The contractor shall provide Obsolescence Notification Reports. <p>The Contractor shall be responsible for employing a proactive approach to obsolescence management. Managing platform obsolescence will include but not be limited to:</p> <ul style="list-style-type: none"> • Analysing the technical publications and producing a register of assemblies and components at risk of obsolescence and monitoring their status, as a through-life activity • Detailing the status of the Platforms' components and assemblies and impact statements for those at risk of obsolescence. • Engaging with supplier(s) to ascertain with the OEM / authorised supplier the long-term availability for future procurement and End of Production Notice (EoPN) forecast if known. • Creation and managing of EoPN and Obsolescence Register for all items ordered. (this includes cascading items with a known EoPN to the Obsolescence register. 		

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<ul style="list-style-type: none"> Providing the Authority with options at the point of a known component EoP with future supply options. (Lifetime buys, Alternative Fit, Form, Function and Interface replacement). <p>The Contractor will provide the following data (and any other relevant data) to the Authority as soon as a component or assembly is identified as being either obsolescence or obsolete, (i.e. known EoPN forecast date).</p> <ul style="list-style-type: none"> NSN. Item Name Name of the Original Equipment Manufacturer (OEM) and Manufacturers Part Number (MPN) Details of the impending Obsolescence e.g., (EoPN) date. Informing the Authority at initial notice within 2 working days of an items EoP forecast position. Risk impact assessment against current consumption rates. <p>In the event that a supplier issues an immediate, unplanned End of Life (EOL) notification, the Contractor shall inform the Authority and provide an impact statement within 10 working days of the EOL notification receipt.</p> <p>Once a part is confirmed as being obsolescence or obsolete the Contractor will provide the following.</p> <ul style="list-style-type: none"> The provision of a suitable fit, form, function (FF&F) and interface replacement, providing price and Lead Time (LT) information and a recommendation and assurance that FFF remain as the original item, including assessment of the replacement component's potential impact on reliability and 		

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<p>safety performance. Justification and evidence of recommendation to be provided to the Authority in accordance with Def Stan 05-135.</p> <ul style="list-style-type: none"> • Notice of price change to the Authority Commercial Manager in the event the alternative component price exceeds its original agreed price. • Carrying out any necessary tasking for codification. • Updating any technical documentation (BR`s), as part of the implementation of any new items brought into service as a result of obsolescence issues. <p>2. The process of assessing and approving alternative parts must be approved by the Authority before any procurement is committed, should no suitable alternative be identified, the Contractor may recommend a Non-Core Service activity to seek a resolution, which will be considered by the Authority on a case-by-case basis</p> <p>3. The Contractor shall provide the Authority with an obsolescence health report 18 months prior to contract conclusion, detailing the position of obsolescence across the supported ME, including but not limited to the current state of obsolescence & recommendations for obsolescence rectification.</p> <p>A generic Template can be provided on request to the authority.</p>		
2.9	Configuration Management Plan (CMP)	1. The contractor shall produce and maintain a CMP.	1. A Configuration Management Plan issued to and	1. Final version to be provided within 6 months of contract award and reviewed on an annual basis and can also be made available to the

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<p>2. Pursuant to clause 6d of the Contract, (Changes to the Specification) the Contractor shall implement and maintain a Configuration Management Plan in accordance with:</p> <ul style="list-style-type: none"> • DEFSTAN 05-57 (Issue 8) (Configuration Management of Defence Materiel) which defines the configuration control process to be followed for the duration of the Contract. • JSP 940 MOD Policy for Quality • JSP 945 MOD Policy for Configuration Management 	accepted by The Authority	Authority on request. This will form part of the agenda of the Contract Progress Meetings (CP-M) for updates and reviewed annually.
2.10	Safety and Environmental Management Plan	<p>1. The Contractor shall produce and maintain a Safety and Environmental Management Plan.</p> <p>2. The Contractor shall provide a Safety and Environmental Management Plan detailing the safety work to be undertaken on the contract iaw Tailored Def Stan 00-056 (Safety Management Requirements for Defence Systems), as presented at Annex D which has been tailored to ensure the standard is the context of this requirement.</p> <p>Def Stan 00-055 (Safety Programmable elements) and Def Stan 00-051 (Environmental Management Requirements for Defence Systems):</p> <p>Section 3.1, 3.2, DMR DSA-02 300 Series ASEMS (Inc. POSMS & POEMS)</p> <p>Contractor shall ensure that their Safety & Environmental Management Plan SEMP is current and always maintained.</p>	<p>1. The Contractor maintains and delivers a SEMP.</p> <p>2. The Authority is satisfied that the Contractor's work will meet the objectives and requirement of DMR DSA-02 300 Series, ASEMS and Def Stan 00-051 in this contract.</p> <p>The Contractor delivers the desired documents to the Authority.</p>	1. Final version to be issued to the Authority within 1 month of contract award for approval and review and, if deemed necessary by the Authority, amend it on a quarterly basis throughout the Contract.
2.11	Business Continuity Plan (BCP)	1. The Contractor shall produce and maintain a Business Continuity Plan (BCP).	1. A Business Continuity Plan issued to and	1. Final version to be issued to the Authority within one month of contract award. This will

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<p>The Contractor's BCP shall set out the arrangements that are to be invoked to ensure that the business processes and operations, required by the Contractor to provide the services covered under this Contract remain supported, including but not limited to:</p> <ul style="list-style-type: none"> • The alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the business processes and operations; and • The steps to be taken by the Contractor upon resumption of the business processes and operations to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption. 	accepted by The Authority	form part of the agenda of the contracts meeting and will be reviewed annually.
2.12	Book of Reference (BR)	<p>1. The Contractor shall maintain/update the following Books of Reference (BR):</p> <ul style="list-style-type: none"> • BR 2807(5)(P)(1) – Ships Fit • BR 2807(5)(P) - Containerised and Support Unit <p>The equipment BR will include all fault finding, preventative and corrective maintenance. The equipment BR will be updated by the Contractor and agreed by the Authority prior to the publication of amendments.</p> <p>2. Any future updates to the BR must include illustration in the parts catalogue.</p>	<p>1. Provide a Parts catalogue.</p> <p>Provide a Microsoft Word copy of the BR, this is to enable the Authority to make changes if required.</p> <p>Provide the final BR in PDF format and Word Document.</p> <p>2. Future amendments to the parts catalogue to included illustration</p>	<p>1. An annual review of the BR is to be undertaken and all extant issues captured. Editorial changes are to be made within 6 months, routine changes within 2 months and safety related changes within 2 weeks.</p> <p>2. Amendments to parts catalogue authorised by the Authority within the above timelines.</p>

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
2.13	Asset Data Summary Sheet (ADSS)	<p>1. The contractor shall manage the Asset Data Summary Sheet (ADSS). This will be supplied by the Authority at ITN stage in Microsoft Excel format.</p> <p>The ADSS shall remain the property of the Authority. The ADSS contains all the vital information of each TMCC and International Standards Organisation (ISO) Containers. The Contractor shall update the ADSS with Locations, Certification expiry dates, TMCC serviceability within one week of a change occurring. The ADSS will be used in the planning of any TMCC's or ISO containers for refurbishments.</p> <p>2. The Contractor shall use the ADSS to maintain a history of equipment / system design development and modification and be available to the Authority upon request. The monitoring of design database for incidence of re-active obsolescence as far as it affects equipment support and notification of the Authority.</p>	1. A document that is an accurate reflection of all assets as they are changed or moved.	<p>1. Initial ADSS to be accessible to the Authority within three months of contract award.</p> <p>2. ADSS should be made available to the Authority upon request and is to be updated within seven days as assets change or move.</p>
2.14	NOT USED			
2.15	TMCC Logbook	<p>1. Each TMCC has a 'Logbook' in which all maintenance is recorded, and certification held. The logbook will remain with the TMCC throughout the chamber's life.</p> <p>2. The Contractor shall update the logbook after any refurbishments.</p> <p>3. The Contractor shall ensure that the logbook remains with the TMCC after a refurb.</p>	<p>1. An updated logbook.</p> <p>2. The Contractor shall ensure the logbook is delivered with the TMCC to a location confirmed by the Authority.</p>	<p>1. Prior to a Factory Acceptance Test (FAT).</p> <p>2. On Delivery of a TMCC.</p>
2.16	Software Management Plan	1. The Contractor shall produce and manage a Software Management Plan iaw AQAP 2210 (NATO Supplementary Software QA Requirements).	1. A Software Management Plan issued to and accepted by The Authority.	1. Final version to be provided within 6 months of contract award and reviewed on an annual basis and can also be made available to the Authority on request. This will form part of the

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
				agenda of the Contract Progress Meetings (CP-M) for updates and reviewed annually.
2.17	Management of GFA	<p>1. It is the responsibility of the contractor to support the correct accounting and record keeping of issued property, as defined in DEFCON 611 (Issued Property), and ensure all is maintained in a Public Store Account (PSA) in accordance with DEFSTAN 05-99.</p> <p>GFA is the blanket definition for:</p> <ul style="list-style-type: none"> • Government Furnished Equipment. • Government Furnished Resource. • Government Furnished Information. • Government Furnished Facilities 	1. The Contractor shall show evidence of managing GFA in accordance with DEFCON 611.	1. Identify and evidence the GFA management process within 14 days of contract award as stated in DEFCON 611. Public Stores Account to be maintained and DEFCON 694 to be submitted in line with quarterly return dates advised by Defence Business Services (to be provided at contract award).
2.18	Delivery and Storage of quantity four pallets of uncodified spares	<p>1. The Contractor shall arrange collection of quantity four pallets of uncodified spares to be securely stored at the Contractor's premises and surveyed as directed by the Authority. The pallets are currently located in the Bristol area (full address to be supplied after contract award).</p> <p>2. The Contractor shall survey the uncodified spares and recommend which items should be retained for use in delivery of the contract, and which items could be disposed of.</p> <p>3. The Contractor shall consult with the Authority to confirm which items are not required and seek approval to dispose. Where possible the Authority will arrange disposal through the Defence Equipment Sales Authority (DESA). Spares that the Authority agree should be kept, shall be codified by the Contractor.</p>	<p>1. Arrange collection of the four pallets from the Authority</p> <p>2. Completed survey of the uncodified spares, and recommendations delivered to the Authority. The Contractor shall demonstrate the accounting of the GFE through a DEFCON 694 submission via their</p>	<p>1. Collection within 1 month of contract award.</p> <p>2. Within 2 months of contract award Disposal and codification activity taken within 6 months of contract award</p>

2 - Core Management Tasks – Documentation				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
			<p>Public Stores Account.</p> <p>3. The Contractor shall evidence their actions to codify the issued property in line with DEFCON 117.</p>	
2.19	<p>Management of GFE It is the responsibility of the Contractor to Account for Property of the Authority via a Public Stores Account</p>	<p>1. The Contractor shall ensure that all GFE is codified with an accurate price and NATO Stock Number. If an item is NOT codified, the Contractor shall take action to codify the item at no additional cost to the authority.</p> <p>The Contractor shall be able to evidence they remain compliant with the authority's standard of Managing Government Furnished Equipment in Industry DEFSTAN 05-99.</p> <p>The Contractor shall ensure all GFE is codified with an accurate price. If the GFE is not codified, the contractor shall provide Technical Data to the Codification Authority and take action to arrange the codification of the item. The cost of supplying this information to the Codification Authority shall be deemed to have been included in the contract price and will not fall at additional cost to the Authority.</p> <p>The contractor should be prepared to accept and facilitate an Audit from the Authority or delegated bodies.</p> <p>3.</p>	<p>1. GFE is managed as per WP 10.1.</p> <p>2. All issued property is codified. If any GFE is not codified, the Contractor shall evidence their actions to codify the issued property in line with DEFCON 117.</p>	1. As per WP 10.1.

3 - Core Management Tasks - Technical Support				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
3.1	Technical Support Register	<p>1. The Contractor shall acknowledge receipt of technical support and provide technical assistance to resolve.</p> <p>2. The Contractor shall provide a Technical Support Register that should as a minimum state who is requesting support, what is being requested, when was the request submitted and what action was taken.</p> <p>3. The Contractor shall update the Technical Support Register.</p>	<p>1. The Contractor provides an acceptable technical response to the Authority by email or report.</p> <p>2. Evidence that a Technical Support Register is available.</p> <p>3. Updating the Technical Support Register.</p>	<p>1. Technical Support Register to be provided within 30 days of Contract award.</p> <p>2. Technical Support Register to be updated when resolution achieved. If it is a safety critical item, it is recommended that an S2022 is raised, and timelines referenced at work package 3.2 followed.</p>
3.2	Defect Reporting (S2022s/OPDEFs)	<p>1. The Contractor shall conduct Investigations of Defect Reports (S2022/OPDEFs) received, including recording, collating and analysis (DRACAS), and provide a technical written response through to completion.</p>	<p>1. The Contractor shall provide a technical response where requested in relation to the S2022/OPDEF status.</p> <p>The contractor shall record the date that the S2022 is received by email from the Authority. The initial response is to be made in Email to the Authority.</p> <p>Where an S2022 requires the investigation of equipment the completion date will start once the Equipment has been received by the Authority and recorded on the DRACAS</p>	<p>1. 24 hrs to acknowledge the S2022/OPDEF after being made aware of the issue.</p> <ul style="list-style-type: none"> • Priority: 30 calendar days initial response, 5 months completion. • Routine: 30 calendar days initial response, 10 months completion. • Safety: 3 Business Days initial response, 21 calendar days completion.

3 - Core Management Tasks - Technical Support				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
			2. The Contractor shall record and analyse the data to identify patterns in the defect reporting.	
3.3	Concessions Log	1. The Contractor shall provide and maintain a concession log and process concessions in accordance with DEFSTAN 05-61 part 1.	1. Providing an agreed Concessions log and maintaining it through the life of the contract.	1. Concessions log to be produced within three months of Contract Award and maintained throughout the duration of the Contract. This will form part of the agenda of the In Service Support Meetings (ISS-M) for updates and reviewed bi-annually.

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
4.1	Refurbishment	<p>1. The Contractor shall conduct refurbishment as requested by the Authority to maintain ship fit TMCC, containerised TMCC and support units to comply with Navy Command availability programme. This shall include a data download of the systems dive data.</p> <p>2. The Authority's requirements for the refurbishment of equipment are detailed in Annex C, Appendixes 1,2 and 3.</p>	<p>1. Demonstration by way of a FAT.</p>	<p>1. Not exceeding 6 months but estimated timeline to be determined from survey (WP 4.2).</p>
4.2	Survey	<p>1. Before any work starts on a refurbishment of a Ship Fit, Containerised TMCC or Support Unit, the Contractor shall conduct a survey of the asset. To determine the condition, breakdown of work including likely timelines and cost.</p> <p>2. Following the survey the Contractor shall provide a report/work package with costing and timelines.</p> <p>3. A meeting shall be arranged by the Contractor with the SALMO Ops Manager and Engineering</p>	<p>1. A completed survey and agreed work package which as a minimum should show:</p> <p style="padding-left: 40px;">a. Breakdown of all work required to complete a refurbishment in accordance with IMCA D018 and state the optional</p>	<p>1. Within 30 days of receipt of the Ship Fit, Containerised TMCC or Support Unit.</p>

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
		<p>to go through the work package to agree all works being carried out.</p> <p>4. The Authorisation to proceed with a refurbishment will be detailed in the contract.</p>	<p>work that maybe required.</p> <p>b. Costings for the expected refurbishment.</p> <p>c. Expected delivery dates. of refurbishment.</p> <p>2. All of the above is to be submitted in an MS Office format document</p>	
4.3	Defence Quality Assurance Field Force (DQAFF)	1. The Contractor shall notify the Defence Quality Assurance Field Force (DQAFF) prior to starting a refurbishment, on the commencement of a refurbishment and during the FAT.	1. Confirmation of DQAFF engagement with SALMO Ops Manager.	1. At survey stage, on the commencement of refurbishment and during the FAT.
4.4	Factory Acceptance Tests (FAT)	1. The Contractor shall deliver a FAT to the Authority at their premises.	1. Delivery of the FAT on completion of refurbishment.	<p>1. Within a 20 Business Days after completion of a refurbishment.</p> <p>2. Prior to FAT</p>

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
		<p>2. The Authority will advise who will attend.</p> <p>3. The Contractor shall be responsible for arranging delivery within 30 days of FAT completion from Contractor premises to MOD stores or UK MOD address through the Remote Access Movements Portal (RAMP) transport booking system.</p>	<p>2. List of Attendees in e-mail.</p> <p>3. Proof of arranged delivery date.</p>	<p>3. Within 30 days of FAT</p>
4.5	Serviceability and Storage of Stock	<p>1. Unserviceable stock awaiting refurbishment will be required to be stored in a secure location at the contractor's premises prior, during and after.</p> <p>2. On completion of the refurbishment the TMCC will be stored in a secure location inside at the contractor's premises until it has been delivered.</p>	<p>1. Stock stored outside in a secure location.</p> <p>2. Stock stored inside in a secure location.</p>	<p>1. Prior to refurbishment</p> <p>2. Post refurbishment</p>
4.6	Spares Post Refurbishment	<p>1. The Contractor shall issue frangible wire to enable corrective maintenance to be undertaken by users / maintainers.</p>	<p>1. Frangible wire reel delivered as part of the refurbishment, within the TMCC.</p>	<p>1. On delivery of a refurbished unit.</p>

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
		Frangible locking wire; 22 SWG Stainless Steel & 27 SWG Copper Length 87m – Specification as per BR 2807(5)(P)(1) Sub-category 5G		
4.7	The Convention for Safe Containers (CSC)	<p>1. When refurbishing a Containerised TMCC and/or Support Unit and prior to completion, the Contractor shall ensure that the ISO containers Convention for Safe Containers (CSC) Plate is updated with latest inspection information.</p> <p>1. It is to be noted that after a containerised TMCC and/or Support Unit is delivered to a platform or Unit it will be the responsibility of the operational user (unit) to ensure all equipment is serviceable and in date with periodic inspections.</p>	1. CSC Plate updated.	1. Prior to the delivery of the refurbished asset.
4.8	Lifting Equipment	<p>1. When refurbishing a Containerised TMCC and/or Support Unit and prior to completion, the Contractor shall test and certify the lifting equipment.</p> <p>2. It is to be noted that after a containerised TMCC</p>	1. An in-date certificate for the lifting equipment.	1. Prior to the delivery of the refurbished asset.

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
		<p>and/or Support Unit is delivered to a platform or Unit it will be the responsibility of the operational user (unit) to ensure all equipment is serviceable and in date with periodic inspections.</p> <p>It is to be noted there are transportation frames that can be provided by the Authority for the movement of Ships Fit TMCC which do not have lifting equipment.</p>		
4.9	TMCC Ancillary Items	1. All TMCC ancillary items listed in BR 2807(5)(P)(1) shall be included in the refurbishment.	1. 100% check of ancillary items accounted for.	1. At the FAT.
4.10	Hyperbaric Fire Extinguishers (HBFX)	<p>1. Quantity two off new HBFX shall be provided and fitted at each refurbishment.</p> <p>2. A copy of the certification shall be included within the logbook.</p>	<p>1. X2 HBFX fitted.</p> <p>2. Logbook updated with certification.</p>	1. HBFX and documentation presented at the FAT.
4.11	Setting to Work	1. On receipt of Ship-Borne TMCC to a platform, Ships Staff (SS) will undertake Setting to Work (STW). This will be conducted within 2 weeks of delivery.	3. Report to the Authority that all defects in accordance with II/IT have been rectified or recommendation	3. Contractor to respond within 5 Business Days of receiving the II/IT report unless agreed otherwise by the Authority.

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
		<p>2. Following installation onboard a platform the Maritime Commissioning and Testing Authority (MCTA) shall conduct an Installation Inspection (II) and Installation Trial (II/IT) and produce an II/IT Report. The II/IT Report, as defined in MCTA Form 233, shall be produced by Ships Staff within 30 Business Days.</p> <p>If required, the Contractor may request from the Authority to be present at the Set to Work and/or the II/IT. This will be arranged and authorised on a case-by-case basis but not as default and would be at the cost of the Contractor</p> <p>3. The Contractor shall investigate and rectify all TMCC specific defects and discrepancies highlighted in the II/IT Report.</p>	given post II/IT Report. .	
4.12	Contractor Defects resulting from the II/IT report.	1. If any defects are attributed to any work conducted by the Contractor prior to delivery, the Contractor shall conduct the repairs under	1. Report to the Authority all defects in accordance with II/IT have been rectified or a	1. Within 5 Business Days of receiving the II/IT report unless agreed to by the Authority.

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
		<p>rework/warranty and no extra charges will be applied.</p> <p>2. Failure to rectify the faults or give recommendation of action within 5 business Days, shall constitute a failure of performance and will be reported in the KPIs.</p>	<p>recommendation on what action is required.</p>	
4.13	Ships Staff Defects resulting from the II/IT report.	<p>1. If any defects are attributed to any work conducted by SS after delivery, the Contractor shall conduct the repairs and charges will be applied. Failure to rectify the faults or give recommendation for action within a time frame agreed by the Authority and the Contractor shall constitute a failure of performance and will be reported in the KPIs.</p>	<p>1. Report to the Authority all defects in accordance with II/IT have been rectified or a recommendation on what action is required.</p>	<p>1. Within 5 Business Days of receiving the II/IT report unless agreed to by the Authority.</p>
4.14	Accreditation Certification	<p>1. Following completion of the refurbishment period the Authority will advise when the accreditation certification should be applied. The Authority will give the Contractor a minimum of 3 weeks' notice to apply for the certification.</p>	<p>1. The accreditation certificate granted.</p>	<p>1. Within 21 days of the Authority's request and prior to delivery of a refurbished asset.</p>

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
4.15	Modifications Completed at a Refurbishment	<p>1. All modifications will be conducted under the DEFSTAN 05-57 process following the approval of the Authority.</p> <p>2. Each TMCC Ship Fit / Containerised TMCC / Support Unit / ISO Container shall be at the latest Modification state when released from 5 Annual (5A) refurbishment. The Mod state will be recorded on a 'Mod strike plate' and in Cat 8 of the equipment logbook.</p>	<p>1. Complete Modifications under DEFSTAN 05-07</p> <p>2. Record Modifications on the strike plate' and in Cat 8 of the equipment Logbook.</p> <p>3. Confirm to the Authority at the FAT that the modifications are complete and have been recorded on the Strike plate and in the logbook.</p>	<p>1. On completion of the refurbishment prior to the FAT.</p> <p>2. On completion of the refurbishment prior to the FAT.</p> <p>3. At the FAT.</p>
4.16	Modifications completed outside of a Refurbishment	<p>1. All modifications shall be conducted under the DEFSTAN 05-57 process following the approval of the Authority. This modification may take place at a unit or on a platform.</p> <p>2. Each TMCC Ship Fit / Containerised TMCC / Support Unit / ISO Container shall be at the latest Modification state</p>	<p>1. Complete Modifications under DEFSTAN 05-07</p> <p>2. Record Modifications on the strike plate' and in Cat 8 of the equipment Logbook.</p>	<p>1. On completion of the modification.</p> <p>2. On completion of the modification.</p> <p>3. The contractor shall confirm that 1 & 2 have been completed to Authority by email stating the Serial number and date of completion.</p>

4 - Refurbishments (iaw IMCA D018 - Code of Practice for The Initial and Periodic Examination Testing and Certification of Diving Plant and Equipment)				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
		when released from 5A refurbishment. The Mod state is to be recorded on a 'Mod strike plate' and in Cat 8 of the equipment logbook.	3. Confirm to the Authority at the FAT that the modifications are complete and have been recorded on the Strike plate and in the logbook.	
4.17	TMCC Postponement of Examination	<p>1. Where a life extension by concession is required, the Contractor shall submit the documentation specified in BR 2807(5)(P)(1) Sub-category 5A, Para 9, Application for a TMCC in-service life extension.</p> <p>1. The Authority will request the information from the user by way of email with the Contractor included. Once the Contractor has received the information they will apply for the extension on behalf of the Authority.</p> <p>2. The Contractor shall update the Asset Data Summary Sheet in line with any amended examination dates.</p>	<p>1. Submission of the Postponement of examination. Informing the Authority of the outcome.</p> <p>2. Asset Data Summary Sheet updated.</p>	1. Before the Accreditation Certificate runs out for the TMCC - This will be dependent on the information being supplied by the user.

5 – Ad-hoc Tasking				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
5.1	Ad-hoc Tasks	<p>1. Ad-hoc tasks are those which arise in response to a specific problem or requirement and will be identified and controlled in accordance with Line Item 3 of the SOR and Condition 47.1 of the contract.</p> <p>This will be in the form of a Task Authorisation Form (TAF)</p> <p>These tasks will cover, but will not necessarily be limited to, the following:</p> <ul style="list-style-type: none"> a. Operational Damage (in the United Kingdom) b. CONDO iaw DEFCON 697 and JSP 567. c. Attend trials meetings and provide engineering support for trials. d. Ad-Hoc Meetings e. Call out and investigation. f. Modifications to TMCC equipment (see further information at 4.15 and 4.16) g. Processing of modification proposals h. Conduct design studies. 	<p>1. A TAF signed and approved by the Authority authorising the Contractor to start the work.</p> <p>2. On completion of the task the Contractor shall submit the TAF to the Authority for acceptance that the task is complete.</p>	<p>1. TAFs should be responded to within 10 Business Days of receipt and work completed within timelines agreed in the TAF.</p>

5 – Ad-hoc Tasking				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	ACCEPTANCE DATE
		<div>i. Manufacturing and testing prototype MoD kits.</div> <div>j. Training for the Authority/end user (not 3rd party)</div> <div>k. Additional tasking linked to in-service support.</div>		

6 – Repair Services				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
6.1	Repairs to Serviceable Condition	<ol style="list-style-type: none"> The Authority will deliver unserviceable equipment to the Contractor, who upon receipt shall conduct a survey of the equipment and providing a survey report to the Authority. The survey report must include, but not be limited to, determining the condition of the equipment, and providing a breakdown of the repair required, including timelines and cost. The Authority will raise an acquisition request number and provide this to the Contractor as record the unserviceable equipment has been issued to them. The Authority will endeavour to respond to the Contractor's survey report within 15 Business Days of receipt of the report. If the Authority agrees to accept the work detailed in the survey report, a CP&F Purchase Order number will be issued to the Contractor, providing approval for the Contractor to begin the repair work. The Articles sent for repair are to be restored to a "serviceable" condition, and shall meet the performance and design intent specified when new, considering the effects of Authority approved modifications subsequently incorporated, or later agreed by formal concessions granted by the Ministry. Upon completion of the repair, the Contractor is responsible for arranging MOD transport back to MOD Stores or other MOD UK Address using the MOD RAMP Transport booking tool. 	<ol style="list-style-type: none"> Contractor shall state all items which will return to service Contractor shall state what operational damage was rectified Contractor shall provide a survey report to the Authority Contractor shall acknowledge receipt of the CP&F Purchase Order (PO) number and begin the agreed repair work Delivery of serviceable equipment into MOD Stores or to pre-agreed UK MOD address 	<ol style="list-style-type: none"> As agreed prior to the start of the repairs. As agreed prior to the start of the work. Within 15 Business Days of receiving the unserviceable equipment Within 3 days of PO being issued Equipment delivered to the Authority, or evidence of RAMP Transport Booking no more than 10 Business Days prior to the end of the agreed repair lead time

6 – Repair Services				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
6.2	Beyond Economical Repair	<ol style="list-style-type: none"> Any part subject to repair or refurbishment to which the cost to return it to a serviceable A1 condition is more than 60% of the value of the item, must be notified to the Authority who will consider the Beyond Economical Repair (BER) proposal and provide the final decision/ approval to sentence the item. <p>The Contractor shall notify the Authority when an equipment is considered BER by submitting a MOD Form 650A accompanied by written and photographic evidence justifying why the part is not economical to repair, notwithstanding the provisions of DEFCON 601 (Redundant Material).</p> <ol style="list-style-type: none"> The Authority will endeavour to review the Contractor's BER proposal and respond within 30 Business Days of BER proposal receipt. If the Authority agrees that BER action is the most economic option and we do not utilise the Defence Equipment Sales Authority to dispose of the equipment, the Contractor must provide confirmation of their disposal solution and written confirmation once it has been completed. 	<ol style="list-style-type: none"> MOD650A and BER justification provided to the Authority Evidence of disposal. 	1. As agreed prior to the start of the work.
6.3	Dismantling of MOD Issued Property	<ol style="list-style-type: none"> The Authority will provide a written instruction to authorise the Contractor to dismantle any article to recover any components/assemblies that are considered to enable future repairs to be conducted in an economical way. Any serviceable components/assemblies shall be retained and stored for future use against the Contract in accordance with Def Stan 05-99. 	1. Compliance with Def Stan 05-99.	1. As agreed prior to the start of the work.

6 – Repair Services				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
6.4	Inspection of BER Equipment	1. The Authority will advise the Contractor whether they wish to inspect the BER article. If an inspection is required, the P/OM will arrange with the Contractor to view the article.	1. BER items presented with justification for BER. Where required, a location and date for inspection is to be agreed with the Authority.	1. Where an inspection is required it is to be arranged within 15 Business Days from the date the Contractor informs the Authority of the BER.
6.5	Repair Times against E-Purchase Order	1. An E-Purchasing Purchase Order (PO), issued to the Contractor by the Authorised Demander, will constitute the Authority's approval to proceed with a repair. The Contractor shall acknowledge receipt of the Purchase Order within three Business Days of the order being produced. Projected repair times will be measured from the point that the contractor receives the parts/equipment.	1. PO Accepted by the Contractor, parts repaired and completion of the repairs.	1. The Contractor shall acknowledge receipt of the Purchase Order within three Business Days of the order produced. Lead times will be agreed prior to the PO being issued.

7 - Obsolescence Management & Rectification of AC/BS				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
Obsolescence Rectification of AC/BS				
7.1	Design, development, and implementation of an updated AC/BS system to address current obsolescence concerns and training requirements.	<p>The TMCC has been in service since 1998 and retains the original (current) AC/BS which is now reaching end of life due to component obsolescence.</p> <p>1. The Contractor shall design and develop a new AC/BS system that will maintain current compliance with the original specification as shown in BR 2807(5)(P)(1) -</p>	<p>1. Design and development plan to be delivered and reviewed by the Authority.</p> <p>2. EMC testing completed, and</p>	1. Draft design, development and implementation plan to be issued to the Authority at ITN stage and final proposed plan to be issued

		<p>Ships Fit and BR 2807(5)(P) - Containerised and Support Unit.</p> <p>2. Full Electromagnetic Compatibility (EMC) testing of a new AC/BS system (any electronics changed as part of the redesign) will be required iaw DefStan 59-411.</p> <p>3. The Contractor shall implement the AC/BS rectification to all TMCCs on contract.</p>	<p>compatibility results sent to Authority.</p> <p>3. Proposed plan of implementation and dates of fitting to all TMCCs</p> <p>Each modification been completed and AC/BS updated.</p>	<p>to the Authority within 3 months of contract award.</p> <p>2. During development of the AC/BS redesign.</p> <p>3. Timelines of implementation to be in line with scheduled refurbishments and where possible in advance of refurbishment.</p>
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8 - Training				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
8.1	Training Compliance	<p>1. The initial training provider for the AC/BS Re design will be the Contractor. The Contractor shall design a training program with underpinning training materials such as lesson plans and media which reflects any changes that are made to the AC/BS and required to be delivered to the user/trainers at Team Fisher. The outline training program and training materials is to be agreed with the authority through the Training Steering Group (TSG) prior to the commencement of any training delivery. This training will be transfer from a Contractor delivered interim training solution to a Team Fisher led training. This is expected to be 2 years after the first course has been conducted.</p> <p>The Contractor shall provide the Authority with the rights to use, reproduce and modify reusable course material with no copyright or other restrictions.</p> <p>2. The Contractor shall develop and produce a Training and Training Equipment Plan (T&TE) that effectively describes how the Contractor shall deliver the Training Needs of the TMCC AC/BS redesign. The plan shall</p>	<p>1. Agreement of the content of the course this should include media content:</p> <ul style="list-style-type: none"> • Training Materials • Media Facility <p>2. Delivery of the course to include location of the Contractors premises, course timings and any instructor to student ratios.</p> <p>2. The plan shall be delivered as part of the Integrated Support Plan (ISP) and will be used in the Tender Evaluation.</p> <p>3. Agreed Training Plan location and time of delivery by the authority.</p>	<p>1. Draft course training programme to be provided to the Authority at ITN stage to include any additional resources that would be required from the Authority.</p> <p>2. Dependent on course content it would be expected that a will be required for two years following the first AC/BS refurbishment; with two train the trainer courses delivered each Contract year.</p> <p>3. Within 30 Business Days of first TMCC that has been refurbished with new AC/BS system and CCBS.</p> <p>This will enable the required users to be trained on receipt of the new system.</p>

		<p>conform with the requirements of Def Stan 00-600 and JSP 822.</p> <p>a. Details of the training specialists (SQEP) along with their terms of reference and responsibilities.</p> <p>b. Explanation of the structure, function, location, and capabilities of the Contractor's training organisation.</p> <p>3. Delivery of the training</p>		
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9 - Provision of Spares				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
9.1	Supply of Spares	<p>1. The Contractor shall supply spares when requested by the Authority in accordance with the conditions of contract.</p> <p>A list of spares can be found at Schedule 19 of the contract.</p> <p>2. The Articles shall conform to the latest issue of the approved drawings and specifications.</p> <p>3. Specifications Covering Identification, Marking and Age on Delivery of Rubber Materiel, Assemblies and Rubber Containing</p>	<p>1. The Contractor shall demonstrate their ability to procure all items at Schedule 19 of the contract within a time frame and cost agreed with the Authority.</p> <p>2. All Articles received will conform to the latest issue of the approved drawings and specifications relating to the NATO Stock Numbers (NSN) stated in the CP&F Purchase Order and shall incorporate all relevant modifications unless otherwise instructed by the P/OM or their Authorised Representative.</p> <p>3. All spares are stored, packaged, and delivered in accordance with Annex C.</p>	<p>1. All spares are to be provided within the delivery lead time specified in Schedule 19 of the contract from the point a Purchase Order is issued by the Authority.</p> <p>2. Confirmation of receipt of a Purchase Order will be given to the Authority within 3 Business Days of the PO issue date.</p> <p>3. In accordance with lead times detailed in Schedule 19</p>

9 - Provision of Spares				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
		<p>Composites can be found at Annex B to this document.</p> <p>4. The Contractor shall inform the Authority should any deliveries be delayed, providing the reason for delay, revised delivery date and course of action taken to expedite the delivery. Such notification shall not override any performance measure against the original Contracted date.</p> <p>5. An electronic Purchase Order (PO) will be issued to the Contractor; this will constitute the Authority's approval to proceed with the supply of the items listed thereon. The Contractor shall acknowledge receipt of the Purchase Order within three Business Days of the order produced.</p> <p>6. The Contractor shall be responsible for arranging the delivery of the ordered spares to MOD Stores, using the MOD RAMP Transport Booking tool.</p>	<p>4. Notification of delays to the Authority.</p> <p>5. Upon receipt of a Purchase Order, the Contractor shall contact the authority to confirm they are able to deliver the requirements of the order within contract time frame, no later than three Business Days of receiving the order.</p> <p>6. Delivery of ordered spares into MOD Stores</p>	<p>4. By earliest opportunity but no later than 10 Business Days prior to the contractual delivery date, as detailed in Schedule 19</p> <p>5. Within 3 business Days</p> <p>6. Equipment delivered to the Authority, or evidence of RAM Transport Booking no more than 10 days prior to the end of the delivery lead time detailed in Schedule 19</p>

9 - Provision of Spares				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
9.2	Rejected Articles	1. Where, after delivery, an Article is rejected by the Authority in accordance with Condition 30 (Rejection and Counterfeit Materiel) that Article shall be returned to the Contractor at the Contractor's risk and cost.	1. The Contractor shall provide the spares conforming to the correct specification and terms of the Contract.	1. Acknowledgement of the rejection and proposed solution to be provided to the Authority within 5 Business Days Collection to be arranged within 10 Business Days
9.3	Spares Prices	1. Spares prices as detailed at Schedule 19 of the contract it shall include all costs including, but not limited to, testing/ certification, delivery to MOD stores and packaging.	1. The Contractor shall demonstrate how their pricing includes the item cost plus all other associated costs, including but not limited to, those defined in the Deliverable.	1. Initial evidence to demonstrate adherence to be supplied within 1 month of contract award. Ongoing adherence to be met by the Contractor and measured throughout duration of contract.
9.4	Diversion Orders	1. The Contractor shall complete Diversion Orders in accordance with Condition 31 of the Terms and Conditions of the Contract.	1. The Contractor shall acknowledge receipt of Diversion Orders and process in accordance with Clause 31 of the Terms and Conditions.	1. Acknowledgement of receipt and engagement with the Authority within 1 Business Days of the Authority issuing the Diversion Order.
9.5	Defence Packaging	1. The Contractor shall adhere to Def Stan 81-041 pt 1-6 and DEFCON 129 as stated in Annex A Table 2 and Condition 22 to the Contract.	1. Adherence to DEFSTAN 81-041 will be measured at the point of receipt of articles into MOD Stores. If the standard is not met, it is likely the consignment will be rejected. See WP 9.2: Rejected Articles	1. Initial evidence to demonstrate adherence to be supplied within 1 month of contract award. Ongoing adherence to be met by the contractor and measured throughout duration of contract.

9 - Provision of Spares				
WP	REQUIREMENT	DELIVERABLE	ACCEPTANCE CRITERIA	DELIVERY DATE
9.6	To Account for Property of the Authority	1. It is the responsibility of the Contractor to Account for Property of the Authority on a quarterly basis via a Public Stores Account (PSA) as defined in DEFSTAN 05-099, and further detailed in DEFCON 694 (Accounting for Property of the Authority).	1. Submission of Quarterly reports on current PSA holdings and at least one report in a twelve-month accounting period shall be a reconciled report in accordance with DEFCON 694.	1. Initial evidence to demonstrate adherence to be supplied within 1 month of contract award. Ongoing adherence to be met by the contractor and measured throughout duration of contract.

Annex A – Quality Management

1. In addition to the General Conditions of the Contract, the Quality Assurance (QA) requirements herein and the Codes, Standards and Specifications detailed in the below table shall apply:

Serial No	Part/Vol	Edition/Amdt/Issue	Title
AQAP 2210		Edition D Version 1	NATO Supplementary Software QA Requirements (dated Sept 15)
AQAP 2110		Edition D Version 1	NATO Quality Assurance Requirements for design, development, and production (date June 16)
AQAP 2105		Edition C	NATO QA Requirements for Deliverable Quality Plans – Dated Jan 2019.
Def Stan 05-61	Part 1	Issue 7	Quality Assurance Procedural Requirements – Concessions
Def Stan 05-57		Issue 8	Configuration Management of Defence Materiel
Def Stan 02-41		Issue 5	Requirement for Configuration Management of Surface Ships
Def Stan 05-135		Issue 2	Avoidance of Counterfeit Materiel
Def Stan 05-61	Part 4	Issue 4	Quality Assurance Procedural Requirements - Contractor Working Party
Def Stan 05-99	Parts 1 & 2	Issue 1	Managing Government Furnished Equipment in Industry
ISO 9001:2015			Quality Management Systems Requirements
ISO 14001:2015			Environmental Management Systems

Table 1

2. The Contractor shall conduct the work to the requirements of ISO 9001:2015 and as applicable the appropriate standard (AQAP 2110) in the Annex A Table 1. All materials and components employed in the repair of these equipment's shall be appropriate for the task.

Serial No	Part/Vol	Edition/Amdt/Issue	Title
Def Stan 00-056	Part 1	Issue 8 The tailored version for this contract is at Annex D	Safety Management Requirements for Defence Systems
Def Stan 02-617		Issue 3	Design Guide and Requirements for Equipment to Achieve a Low Magnetic Signature (Cat 2)
Def Stan 08-107		Issue 4	General Requirements for the Design of Electrotechnical and Naval Weapon Equipment
Def Stan 81-041 pt 1-6 and Condition 22	Part 1-6	Issue 10	Introduction to Defence Packaging Requirements
Def Stan 81-130		Issue 14	The Transportation, Handling, Storage and Packaging of Magnetically Sensitive Equipment
BS EN 61340-5-1:2016			Electrostatics. Protection of electronic devices.

Table 2

3. The Contractor is to ensure they meet the conditions details in Table 2. All PECs, Modules, Sub-assemblies, and Assemblies containing or comprising electronic components and individual components are defined as Electrostatic Sensitive Devices (ESSDs).

- a. The Contractor when engaged in the repair, servicing and packaging of equipment containing such ESSDs shall provide adequate measures for protection. Similar facilities shall also be provided by The Contractor when their employees conduct work on-board or at shore bases.

b. Any Technical Documentation, Setting-to-Work Instructions and other equipment related documents should include a “Warning Page” notifying the presence of ESSDs.

c. Contractors are to advise the SALMO Project Lead of any areas where they are not compliant with BS EN 61340-5-1, and to advise them if there are any associated risks. Any Quality related risks shall be reported to by the SALMO Quality Focal Point (at box 7 of DF111) who shall advise the APM Project Lead accordingly.

4. If articles are required to be magnetic tested and supplied under this Contract, they must be sent to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Magnetic ranging shall be at the Authority’s expense. Delivery to QinetiQ shall be included in The Contractor’s delivery cost. Acceptance of all such Articles shall be subject to the successful achievement of “COLD” Land Magnetic Ranging.

5. With regards to the rectification of any Article(s) found magnetically unsuitable and where The Contractor is responsible for such failure, an investigation shall be conducted with the Authority and Contractors QA representative to establish what course of action is required. The investigation shall be conducted within 2 weeks of notification of defect. Any additional costs to rectify the defective Article(s) shall be at the expense of The Contract

Annex B - Specifications covering identification, marking and age on delivery of rubber materiel, assemblies and rubber containing composites**1. General Conditions**

- 1.1 The conditions of the following standards are to apply to the Articles ordered against this Contract, where they are not covered by a specific procurement specification, production drawings or similar requirement stated in the Contract.
- a) British Standard 4F/68:2002 "Controlled storage and packaging of vulcanised rubbers for use in aerospace applications" DefStan 02-337 Issue 2.
 - b) British Standard 3F/69:1979 "Packaging and Identification of vulcanised rubber items" DefStan 81-041 Issue 10
 - c) Defence Standard 81-055 Annex E "Packaging of rubber hoses, plastic hoses and hose assemblies" & "Packaging of Mechanical Components & Items"
 - d) Defence Standard 81-055 Issue 8 Annex F "Packaging of gaskets, seals, 'O' rings, grommets, and similar materiel.
 - e) BS ISO 2230:2002 – Rubber Products – Guidelines for storage

2. Age of Rubber used in the manufacture of rubber composites and assemblies, i.e., flexible rubber hoses, hose assemblies and bellows.

- 2.1. Because of the Shelf-Life limitation related to items wholly or partially composed of rubber, it is a requirement that at the time of manufacture, the rubber used must be the most recently cured obtainable. The despatch date of the manufactured Article should not normally be later than 12 months from the cure date. The Authority reserves the right to reject any item manufactured where the cure date of the rubber element exceeds 12 months prior to the date of despatch. Where more than one cure date is present then sentence shall be based on the oldest cure date. Where items are offered ex-stock the cure date of the rubber shall be notified to the Government Quality Assurance Representative (GQAR). The agreement of the GQAR shall be obtained prior to the supply of any item where the cure date of that item is more than 12 months previous. DEFSTAN 05-61 Pt 1 issue 7 applies.

3. Age of Rubber on Delivery where the rubber item is produced by a single manufacturing process.

- 3.1 Because of shelf-life limitations imposed on store holders, it is a requirement that the maximum possible initial storage life be available on receipt. Accordingly, no item shall be delivered where the cure date is more than six months prior to receipt at MOD Stores Depot (where the specification calls for. Marking as quarter and year, then not more than one full quarter may have elapsed). The Authority reserves the right to reject any Article manufactured where the cure date exceeds six months prior to date of despatch.
- 3.2 Items offered Ex Stock - Where items are offered ex-stock, the cure date of the rubber shall be notified to the Commercial Branch stated in the Contract. The agreement of the Commercial Branch shall be obtained prior to the supply of any item where the cure date of the item is more than 6 months previous. DEFSTAN 05-61 Part 1 issue 7 applies.

4. Marking of Components and Assemblies (other than those in Clause 5 below) where rubber is a major component.

- 4.1 The package containing component(s) or assembly/s shall be marked with details a) to g) of Table 1 and, if stated on the Product Specification, Drawing or Contract Narrative, detail h). Where practicable, these details will also be marked on a non-critical surface of the component or assembly.

5. Marking of Hose, Hose Assemblies and Bellows

- 5.1 For this clause, a rubber hose is defined as a "flexible rubber tube with reinforcements but excluding end fittings". This becomes a flexible hose assembly when mated with integral end fittings or flanges.
- 5.2 For the purpose of this clause Bellows are "a preformed reinforced rubber bellows with single or multiple corrugations and with or without integral moulded end fittings or flanges". Where practicable, each item on the Contract Schedule falling within these definitions shall be identified, on a non-critical surface, in accordance with Table 1.
- 5.3 Packages containing items within these definitions will be marked with details a) to g) of Table 3 and, if stated on the Product Specification, drawing or contract narrative, detail h).

Table 3

Position of marking for the Assemblies and Bellows			
	Lay Line	Hose Assembly	Packaging
a) NATO Stock Number, NSN		M	M
b) Cure Date of rubber component by month any year e.g., 6/96 (Coded marking are not acceptable)	M		M
c) Packing date			M
d) Batch number		M	M
e) Manufacturers Release Number			P
f) Manufacturers Identification Number	P		P
g) Lifting Group			M
h) Manufacturers Design Working Pressure		M	M

NB Markings indicated by **M** are mandatory. Markings indicated by **P** are permissive and can be present at the discretion of the Contractor.

Items a), b), d) and h) shall be marked on the hose assembly in the following manner: a), d) and h) by a metal band, attached to the flexible hose assembly; b) to be included in the lay line (branding line or torsion line), moulded into the hose or by a label vulcanised into the hose.

Annex C - Refurbishment & Modification Instructions iaw IMCA D018

1. The Authorisation to Proceed procedure will be detailed in the contract Terms and Conditions at Condition 46.15.
2. Selection of the TMCC's or Support Units for refurbishment will be agreed between the Contractor and Authority using the asset data summary sheet.
3. The Contractor shall conduct an initial test of the TMCC to ensure suitability for refurbishment. This shall include an initial inspection by the accreditor to inspect the pressure vessel (iaw Lloyds Register of Shipping Rules for the Construction and Classification of Submersibles and Diving Systems) and a functional test of the AC/BS and CCBS by the Contractor.
4. The Contractor's performance will be reviewed in accordance with the agreed KPIs.
5. If the Contractor requires a TMCC reference unit for training purposes, it shall use a chamber within the refurbishment loop provided it does not impact the refurbishment programme.
6. The Contractor shall ensure Rubber and Synthetic Seals are fit for purpose iaw Annex B to this Statement of Work.
7. A breakdown of ships, containerised and support unit refurbishments can be found at Appendix 1, 2 and 3 to this Annex.

Appendix 1 - TMCC Refurbishment & Modification Standard**1. TMCC Schedule of loose items**

1.1 TMCCs returned for refurbishment shall be complete following removal from service, with the full schedule of loose items defined in BR 2807(5)(P)(1) and listed below:

Ancillary (loose) Items applicable to: <ul style="list-style-type: none"> • Ship Fit TMCC. • Containerised TMCC. 		
Item	Quantity	Applicability
Hyperbaric fire extinguishers: (MC & ML) (Ship Supply)	2	Both variants.
Torches LG 100	2	Both variants.
Portable toilet	1	Both variants.
Matting, MC	1	Both variants.
Matting, ML	1	Both variants.
Door ring protector	2	Both variants.
Stretcher complete with straps (without head guard)	1	Both variants.
Ultralight II BIBS masks in pull tie bag	4	Both variants.
CCBS hood	4	Both variants.
CCBS mask	4	Both variants.
CCBS hose assembly	4	Both variants.
Spare scrubber canister for BH 500 CO ₂ scrubber	1	Both variants.
AHU condensate container	1	Both variants.
CCBS condensate container	1	Both variants.
CCBS Sample Drier Assembly	1	Both variants.
MC Sample Drier Assembly	1	Both variants.
ML Sample Drier Assembly	1	Both variants.
Mattress for the bunk	1	Both variants.
Cushion for the bench	1	Both variants.
Cushion for the seat	1	Both variants.
Fitted sheet	1	Both variants.
Pillow	2	Both variants.
Pillowcase	2	Both variants.
Duvet	2	Both variants.
Duvet cover	2	Both variants.
Analox SUB P MRC Analyser	1	Both variants.
Analyser Manual Sample Hose	1	Both variants.
Analyser Aspirator	1	Both variants.

Ancillary (loose) Items applicable to: <ul style="list-style-type: none"> • Ship Fit TMCC. • Containerised TMCC. 		
Item	Quantity	Applicability
Analyser Mounting Bracket	1	Both variants.
Service lock tray	1	Both variants.
Comms headset LH085	1	Both variants.
Calibration Gas Regulator	2	Both variants.
Adaptor Assembly, Calibration Gas	2	Both variants.
Calibration Gas Hose	2	Both variants.
Shock Mount Box complete with shock mount and adaptor	4	Ship Fit TMCC only.

2. Suitability of TMCC for refurbishment

2.1. TMCCs that exhibit structural damage (i.e., damage to door ring sealing faces) or corrosion of the pressure vessel may not be suitable for refurbishment. The Contractor shall submit a report to the Authority to detail the additional costs associated with the rectification of major damage outside the scope of a normal refurbishment if refurbishment is possible.

3. TMCC refurbishment process

3.1 Instruction for completion of TMCC Refurbishment to meet IMCA D018 guidance. This section covers the work required to meet the IMCA D018 guidance only, and is detailed in the IMCA D018 detail sheets. Any additional works to complete the refurbishment of the chamber in its entirety to a serviceable condition are to be priced separately and considered by the Authority at point of survey return. See 3.2 below.

3.2 The below suggested work packages are examples of common work which if identified, will most likely be identified at the point of survey when a chamber has been returned for refurbishment. These works are not included within 3.1 refurbishment IMCA D018 guidance, however the Authority rely on the technical expertise of the Contractor to consider these points in the survey and advise whether they are required to maintain the life of the chamber up to and beyond the next 5 annual refurbishments.

- a. All external pipework, valves, regulators, and fittings are to be removed from the TMCC. Items to be re-used are to be surveyed to confirm serviceability prior to being cleaned. Some evidence of prior corrosion damage may be visible on reused pipework and fittings although the corrosion itself shall be removed and protective coatings reapplied. Defective or badly corroded pipework (Tungum or Copper) shall be replaced. Valves and regulators shall be refurbished to a serviceable (not new) standard with spares kits to replace lifed items where applicable.
- b. The external Service Lock Door is to be removed from the TMCC pressure vessel and returned to the OEM for refurbishment to a serviceable (not new) standard and re-certification.
- c. Gauges shall be either replaced (if BER) or refurbished to a serviceable (not new) standard and re-calibrated.

- d. All external metalwork (including roller shutter door) shall be removed from the TMCC and repainted whereby only cosmetic blemishes may be visible in isolated areas.
- e. All lifted items, including but not limited to those identified within Schedule 19, are to be removed from the TMCC and replaced with new. Example items include shock mounts, hoses, dowty seals, O-rings, and MC / ML door toroidal seals.
- f. External electrical units are to be removed from the TMCC and refurbished to a serviceable (not new) standard including Power Distribution Unit, Power Supply Units (1 & 2), Input Enclosure and Communications boxes.
- g. The Environmental Conditioning Unit (ECU) is to be removed from the TMCC for refurbishment to a serviceable (not new) standard, including replacement of all external switches and indicator lamps, and repainting of external structure and removable covers to a standard whereby the surface is protected but blemishes/shade changes may be visible in areas. The ECU shall be degassed, O-ring seals in refrigerant lines replaced, remaining components in the refrigerant circuit replaced as required, subjected to an overpressure test and the refrigerant recharged.
- h. The AC/BS (external) and CCBS (internal) are to be removed from the TMCC for refurbishment to a serviceable (not new) standard and replacement of lifed items including gas sensors, cover seals, and mask hoses/seals.
- i. The Armaflex insulation of the stripped pressure vessel shall be repaired or replaced, as required, prior to repainting of the external surface to an 'as new' standard (Note: joints between sections of Armaflex insulation are visible through the fibreglass matting).
- j. Entire external surface painted to an 'as new' standard. Door rings, bosses and brackets shall be repainted with a gloss finish.
- k. Internal paintwork of the pressure vessel and associated fittings (i.e., floor plates) shall be touched up as required to a serviceable standard whereby the surface is protected but blemishes/shade changes may be visible in areas.
- l. The TMCC shall be rebuilt with items that have been refurbished or replaced as detailed above.
- m. Engraved labels will be reused or replaced as required (if either broken or illegible). All vinyl labels will be replaced with new.
- n. All soft furnishings within the chamber such as bunk / seat cushions, sheets, pillows, duvets and covers will be replaced with new.
- o. Quantity 2 off new Hyperbaric Fire Extinguishers NSN 4210-99-725-4263 shall be supplied with the refurbished TMCC.

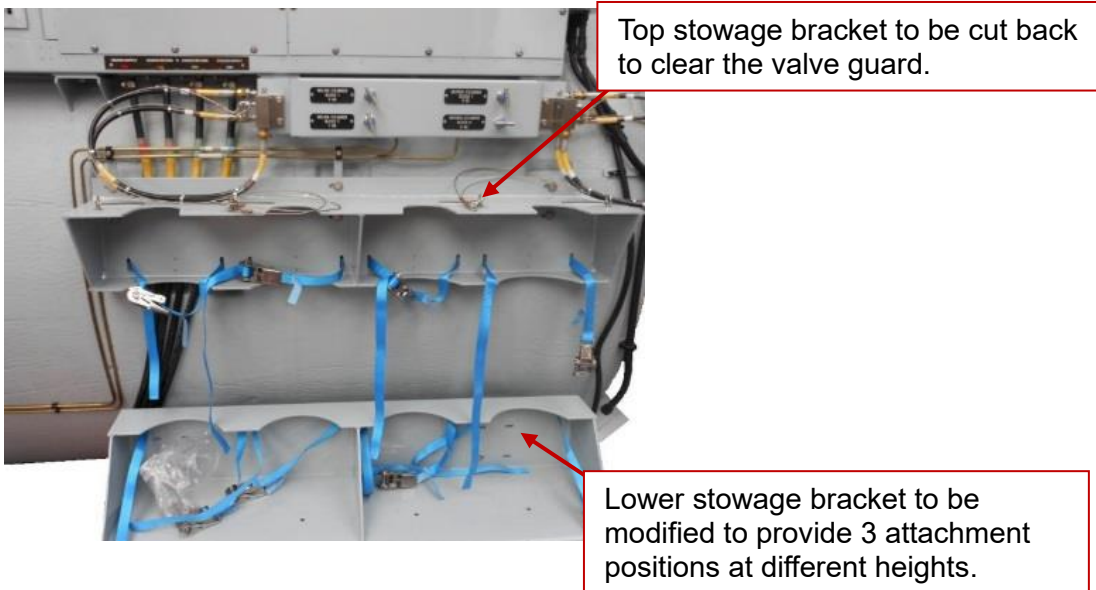
4. TMCC Modifications requested by the Authority

4.1 The refurbishment price of TMCC's will be listed in an Annex to the contract. This price breakdown is to include parts and labour associated with installing modifications. The contractor is to advise the Authority of any modifications that are required, the modifications are listed below:

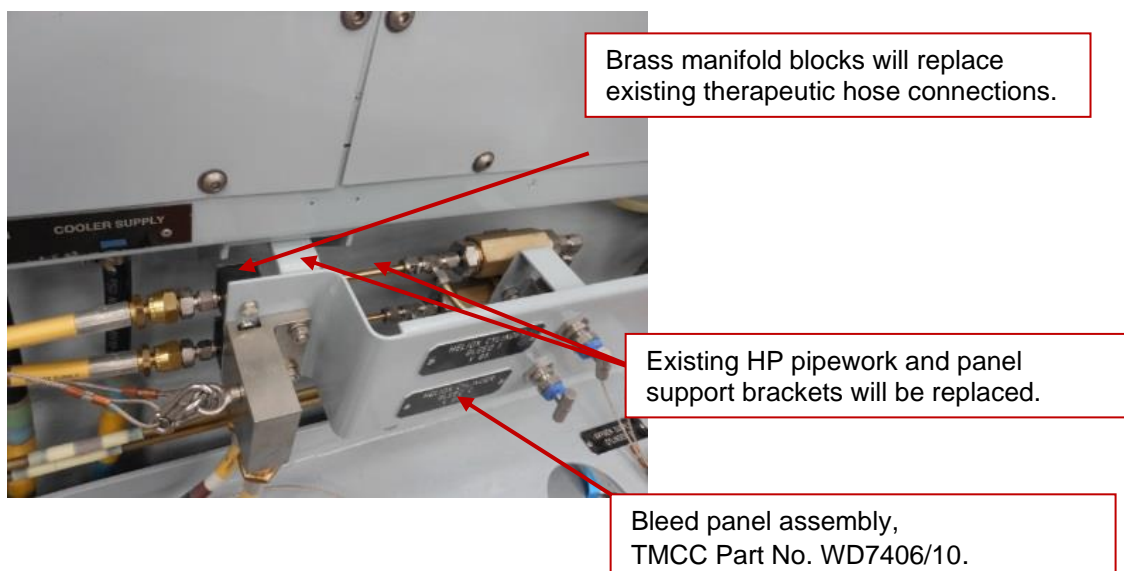
- a. Modifications to the cylinder rack – Applicable to Ship Fit TMCC only. The existing cylinder stowage racks on the Ship Fit TMCC will be modified to fit the Luxfer 20 litre cylinder Part No. P3263E (Linde document No. 19313665).

This will require the top cylinder stowage bracket to be cut back to clear the 'valve guard' whilst an additional angle will be seam welded to the underside of the lower bracket. The original slotted mounting holes will be retained in the lower bracket in addition to 3 pairs of new slotted mounting holes. This will provide 3 options for fitting this bracket to accommodate potential changes to the cylinders in future:

- i. Option 1 – fit lower bracket in existing position.
- ii. Option 2 – raise lower bracket by 60mm.
- iii. Option 3 – raise lower bracket by 100mm



- b. Modifications to the bleed panel assembly – Applicable to Ship Fit TMCC only. The bleed panel assembly, TMCC Part No. WD7406/10 will be modified to replace the existing therapeutic hose connections (4 off) with brass manifold blocks to prevent damage to the high-pressure gas pipework. This modification includes replacement of the bleed panel assembly support brackets, brass manifold blocks and all associated high-pressure pipework.



- c. Self-Latching Main Chamber door – Applicable to Ship Fit and Containerised TMCC variants. A self-latching mechanism will be fitted to the Main Chamber door to prevent swinging in rough weather. Please note, the self-latching mechanism is intended to be a 'back up' to normal operating procedures. Operational users of TMCC should follow the instructions of BR 2807(5)(P) which specifies that the Main Chamber door should either be latched open or dogged closed at all times.
- d. Addition of lanyard to CCBS scrubber canisters to prevent accidental loss of the 3-fin divider – Applicable to Ship Fit and Containerised TMCC variants. Lanyards will be fitted between the (2 off) CCBS scrubber canister body and 3 fin dividers. The lanyards will be of sufficient length to enable complete withdrawal of the 3-fin divider from the scrubber canister body to enable cleaning as required.



5. Factory Acceptance Test

- 1.1. Following completion of rebuild, the TMCC shall be subjected to a Factory Acceptance Test, to be witnessed by the contractor's Quality Assurance department. All pipework and associated components shall be leak tested to maximum working pressure, electrical circuits shall be tested for continuity, insulation, and functionality. The acceptance report shall be signed by the contractor and copied to the Authority. The Authority's Quality Assurance Representative (MoD QAR) shall be invited to attend the customer witness TMCC FAT.

6. Pricing and identification of additional costs

- 6.1 Pricing for the Refurbishment work detailed above will be covered in Schedule 20. Replacement of missing items are excluded from the refurbishment price and shall be quoted

individually or priced in accordance with the contract spares list at Schedule 19 where applicable. Additional costs associated with the rectification of major damage outside the scope of a normal refurbishment identified during the initial survey or preliminary independent verification examination shall be detailed within a written report to the APM. The Authority shall provide a response in accordance with the contractors requested date to ensure adherence to the refurbishment schedule at Annex F. The Authority's approval for additional costs shall be obtained prior to proceeding with the refurbishment.

7. Completion of Certification

7.1 The final independently verified examination and overpressure test that defines the service life of the refurbished TMCC shall be deferred until preparation for despatch in accordance with the Authority's delivery instructions. Gauges shall be re-calibrated to align with the overpressure test date. The Authority will provide the Contractor with a minimum three-week notice period prior to the requested delivery date to enable these actions to be completed.

Appendix 2 - TMCC Containerised Refurbishment Standard – including Modifications.**1. Containerised Schedule of Loose Items**

1.1 TMCC Containerised s returned to the Contractor for refurbishment shall be complete following removal from service, with the full schedule of loose items defined in BR 2807(5)(P)(1).

Ancillary (loose) Items applicable to a Containerised .	
Item	Quantity
External Light Assembly	2
lifting beam	1
Hoist Rings	2
D-Shackles	2
CO2 Fire Extinguisher	1

2. Suitability of TMCC Containerised for Refurbishment

2.1 TMCC Containerised s that exhibit structural damage may not be suitable for refurbishment (i.e., if the damage prevents CSC re-certification). The Contractor shall submit a report to the APM to detail the additional costs associated with the rectification of major damage outside the scope of a normal refurbishment if refurbishment is possible

3. TMCC Containerised Refurbishment Process

3.1 Instruction for completion of TMCC refurbishment to meet IMCA D018 guidance. This section covers the work required to meet the IMCA D018 guidance only, and is detailed in the IMCA D018 detail sheets. Any additional works to complete the refurbishment of the chamber in its entirety to a serviceable condition are to be priced separately and considered by the Authority at point of survey return. See 3.2 below.

3.2 The below suggested work packages are examples of common work which if identified, will most likely be identified at the point of survey when a chamber has been returned for refurbishment. These works are not included within 3.1 refurbishment IMCA D018 guidance, however the Authority rely on the technical expertise of the Contractor to consider these points in the survey and advise whether they are required to maintain the life of the chamber up to and beyond the next 5 annual refurbishments.

- a. All pipework, valves, regulators, and fittings are to be removed from the Transportation Container. Items to be re-used are to be surveyed to confirm serviceability prior to being cleaned. Some evidence of prior corrosion damage may be visible on reused pipework and fittings although the corrosion itself shall be removed and protective coatings reapplied. Defective or badly corroded pipework (Tungum or Copper) shall be replaced. Valves and regulators shall be refurbished to a serviceable (not new) standard with spares kits to replace lifed items where applicable.
- b. All lifed items are to be removed from the Transportation Container and replaced with new. Items include hoses, dowty seals, O-rings, and personnel/cargo door environmental seals.
- c. All internal metalwork shall be removed from the Transportation Container and repainted to a standard whereby the surface is protected but blemishes/shade changes may be visible in areas.
- d. Internal electrical galvanised trunking shall be cleaned; however, surface blemishes may be visible in areas.
- e. The existing Air Conditioning Unit (ACU) is an obsolete item using R22 refrigerant which was banned on 1st January 2015 in accordance with the Montreal Protocol. A replacement ACU will be installed in accordance with paragraph 4.1, point b of this proposal.
- f. The external surfaces of the Transportation Container shall be grit blasted to remove the existing paint finish. The exposed steel structure shall be treated with an epoxy primer and finished with a 2-pack polyurethane topcoat in cobalt blue for the walls and roof. The underside of the Transportation Container shall be finished with a black high solid epoxy. Painting shall be to a standard whereby only cosmetic blemishes may be visible in isolated areas (Note: previous structural repairs or allowable dents and new modifications may be visible).
- g. The exposed internal steel surfaces of the Transportation Container (walls and ceiling) shall be finished in an off-white anti-condensation paint. The internal wall lining shall be finished in colour 'seafoam.' Painting shall be to a standard whereby only cosmetic blemishes may be visible in isolated areas (Note: previous structural repairs or allowable dents and new modifications may be visible).
- h. The Transportation Container shall be re-certified in accordance with the Convention for Safe Containers (CSC) – validity period 30 months.
- i. The Transportation Container shall be rebuilt with items that have been refurbished or replaced as detailed above
- j. Engraved labels shall be reused or replaced as required (if either broken or illegible). All vinyl labels shall be replaced with new.

4. Transportation Container Modifications requested by the Authority.

4.1 The refurbishment price of Transportation Containers listed in an Annex following contract award and includes the parts and labour associated with installing the following modifications requested by the Authority:

a. Fitting of stainless-steel electrical input panel and air systems panel. This modification has already been embodied for in-service TMCC Transportation Containers and is included within the price for Transportation Containers to be refurbished under contract.



Stainless steel electrical input panel to be fitted.



Stainless steel air systems panel to be fitted.

b. Modification to install a new Air Conditioning Unit. The existing Air Conditioning Unit will be removed, and the container will be modified as follows:

- i. The air input aperture in the end of the container will be sealed with a blank panel.
- ii. New air apertures will be cut in the side of the container to suit the new ACU. Replacement weather louvres will be fitted.
- iii. Internal brackets will be fitted as required to suit the installation of the new ACU.
- iv. The internal lining will be restored.
- v. The distribution board, trunking and wiring will be modified to suit the new ACU
- vi. The new ACU will be fitted to the internal side wall of the container above the therapeutic cylinder stowage bay. The ACU will provide electric heating and approximately 3.1 KW of cooling. The ACU is rated to operate in the temperature range -10°C to +43°C. A heat recovery ventilation unit will also be installed in the container to provide fresh air for the occupants.



Existing air input



Approximate position of
new air apertures.



The existing ACU will be removed.

The new ACU will be fitted above the therapeutic cylinder stowage bay.

4.2 The modification to install a new ACU will address the problems of water ingress into the Transportation Container by blanking the forward-facing air inlet louvre.

4.3 The new ACU will be a slimmer unit that will fit on the side wall directly above the therapeutic cylinder stowage bay. This will create more space above the desk.

5. Modifications to the Therapeutic Cylinder Stowage Bay

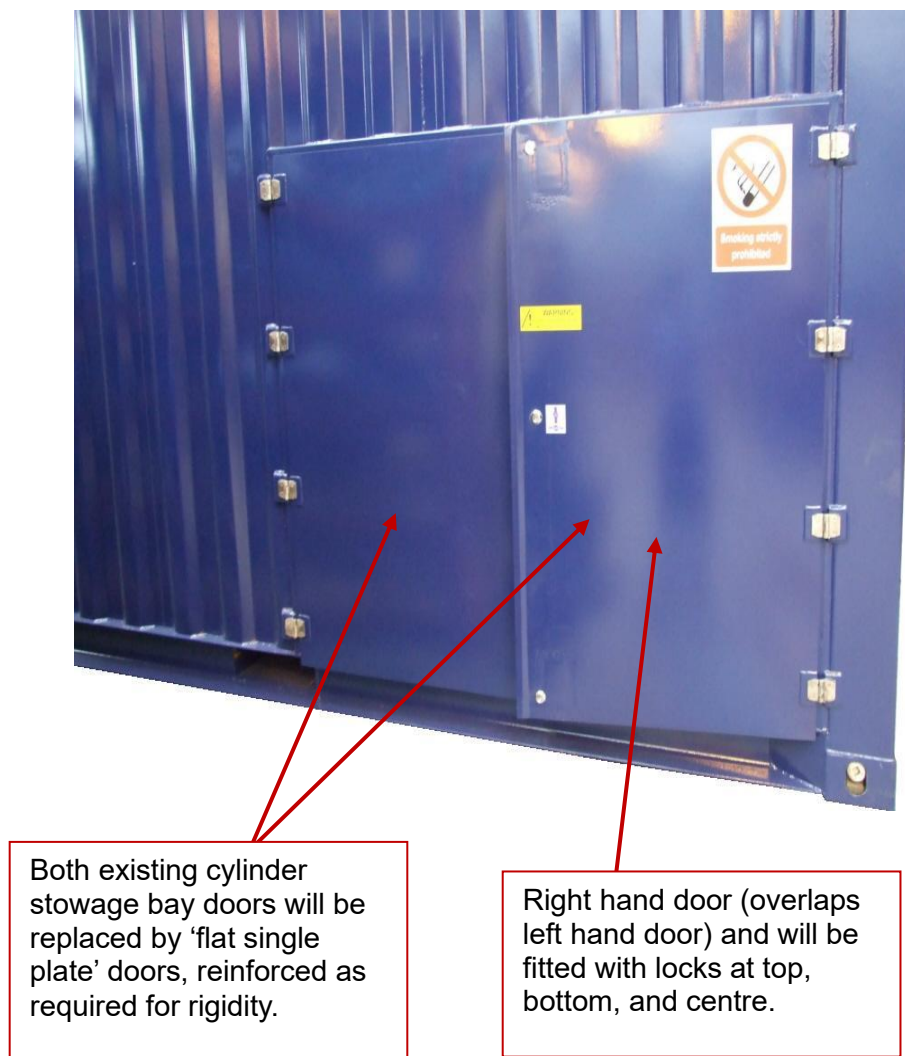
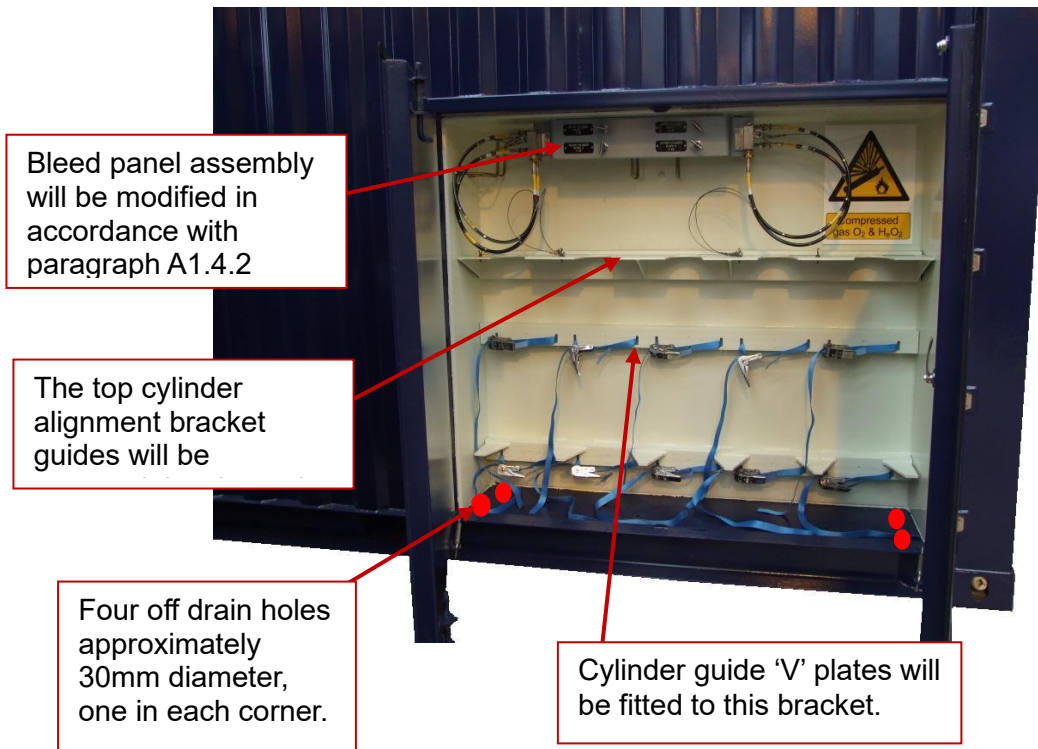
5.1 The existing double skin insulated doors will be replaced, since they have corroded, and the rock wool insulation has become waterlogged. New doors will be 'flat single plate,' (i.e., no insulation) and reinforced as required with angles for rigidity. The left-hand door will be fitted with spring bolts top and bottom into the container structure, whilst the overlapping right-hand door will be fitted with locks at top, bottom, and centre.

5.2 Inside the therapeutic cylinder stowage bay, the bleed panel assembly will be modified to the same standard as the Ship Fit TMCC outlined in paragraph 4.1, point b of this proposal.

5.3 To allow water to drain from inside the stowage bay, four off drain holes approximately 30mm diameter will be drilled in the floor, one in each corner.

5.4 To ensure compatibility with the Luxfer 20 litre cylinder Part No. P3263E (Linde document No. 19313665), the cylinder stowage brackets will be modified as follows:

- a. The top cylinder alignment bracket guides will be removed, leaving only the box section in place.
- b. Cylinder guide 'V' plates will be fitted to the 'middle' cylinder alignment bracket to align with the existing guide 'V' plates on the bottom bracket



6. Replacement of Personnel Door

6.1 The personnel doors fitted to the Transportation Containers that are to be refurbished are in need of replacement since they have corroded (around the viewport and locking mechanism) and the rock wool insulation has become waterlogged. Replacement of the personnel door is included within the price for Transportation Containers to be refurbished under the contract.

7. Factory Acceptance Test

7.1 Following completion of rebuild, the TMCC Transportation Container shall be subjected to a Factory Acceptance Test, to be witnessed by the contractor's Quality Assurance department. All pipework and associated components shall be leak tested to maximum working pressure, electrical circuits shall be tested for continuity, insulation, and functionality. The acceptance report shall be signed by the contractor and copied to the Authority. The Authority's Quality Assurance Representative (MoD QAR) shall be invited to attend the customer witness TMCC FAT.

8. Pricing and identification of additional costs

8.1 Pricing for the Refurbishment work detailed above will be covered in Schedule 20. Replacement of missing items are excluded from the refurbishment price and shall be quoted individually or priced in accordance with the contract spares list at Schedule 19 where applicable. Additional costs associated with the rectification of major damage outside the scope of a normal refurbishment identified during the initial survey or preliminary independent verification examination shall be detailed within a written report to the APM. The Authority shall provide a response in accordance with the contractors requested date to ensure adherence to the refurbishment schedule at Annex F. The Authority's approval for additional costs shall be obtained prior to proceeding with the refurbishment.

Appendix 3 - TMCC Support Unit Refurbishment Standard – including Modifications.**1. TMCC Support Unit Schedule of Loose Items**

1.1 TMCC Support Units returned to the contractor for refurbishment shall be complete following removal from service, with the full schedule of loose items defined in BR 2807(5)(P)(1).

Ancillary (loose) Items applicable to a Support Unit.	
Item	Quantity
Reserve Air Supply Hose SU to TC	1
Main Air Supply Hose SU to TC	1
Compressor Charging Hose	2
Electrical Power Cable SU to TC	1
External Light Assembly	1
Loading Ramps	2
Support Unit lifting beam	1
Hoist Rings	2
D-Shackles	2

2. Suitability of TMCC Support Unit for Refurbishment

- 1.1. TMCC Support Units that exhibit structural damage may not be suitable for refurbishment (i.e., if the damage prevents CSC re-certification). The Contractor shall submit a report to the APM to detail the additional costs associated with the rectification of major damage outside the scope of a normal refurbishment if refurbishment is possible.

3. TMCC Support Unit Refurbishment Process

3.1 Instruction for completion of TMCC refurbishment to meet IMCA D018 guidance. This section covers the work required to meet the IMCA D018 guidance only, and is detailed in the IMCA D018 detail sheets. Any additional works to complete the refurbishment of the chamber in its entirety to a serviceable condition are to be priced separately and considered by the Authority at point of survey return. See 3.2 below.

3.2 The below suggested work packages are examples of common work which if identified, will most likely be identified at the point of survey when a chamber has been returned for refurbishment. These works are not included within 3.1 refurbishment IMCA D018 guidance, however the Authority rely on the technical expertise of the Contractor to consider these points in the survey and advise whether they are required to maintain the life of the chamber up to and beyond the next 5 annual refurbishments.

a. All pipework, valves, regulators, and fittings are to be removed from the Support Unit. Items to be re-used are to be surveyed to confirm serviceability prior to being cleaned. Evidence of prior corrosion damage may be visible on reused pipework and fittings although the corrosion itself shall be removed and protective coatings reapplied. Defective or badly corroded pipework (Tungum or Copper) shall be replaced. Valves and regulators shall be refurbished to a serviceable (not new) standard with spares kits to replace lifed items where applicable.

b. Gauges shall be either replaced (if BER) or refurbished to a serviceable (not new) standard and re-calibrated.

c. All lifed items are to be removed from the Support Unit and replaced with new. Items include air supply hoses to the TMCC Transport Container (main and reserve), compressor charging hose (2 off), dowty seals, O-rings, and cargo door environmental seals.

d. Air storage cylinders (22 off) shall be removed from the Support Unit, hydro-tested (re-certified) and repainted externally to a standard whereby the surface is protected but blemishes/shade changes may be visible in areas. Replacement of cylinders that fail hydro-test is not included within the Firm Price for the refurbishment of the TMCC Support Unit.

e. All internal metalwork shall be removed from the Support Unit and repainted to a standard whereby the surface is protected but blemishes/shade changes may be visible in areas. The appropriate steps should be taken before repainting e.g. (rubbed down grit blasted).

f. Internal electrical galvanised trunking shall be cleaned; however, surface blemishes may be visible in areas.

g. The external surfaces of the Support Unit shall be grit blasted to remove the existing paint finish. The exposed steel structure shall be treated with an epoxy primer and finished with a 2-pack polyurethane topcoat in cobalt blue for the walls and roof. The underside of the Support Unit shall be finished with a black high solid epoxy. Painting shall be to a standard whereby

only cosmetic blemishes may be visible in isolated areas (Note: previous structural repairs or allowable dents and new modifications may be visible)

h. The internal surfaces of the Support Unit shall be grit blasted to remove the existing paint finish. The exposed steel structure shall be treated with an epoxy primer and finished with a 2-pack polyurethane topcoat in 'seafoam' for the walls and roof. The internal floor shall be finished with a grey high solid epoxy. Painting shall be to a standard whereby only cosmetic blemishes may be visible in isolated areas (Note: previous structural repairs or allowable dents and new modifications may be visible).

i. The Support Unit shall be re-certified in accordance with the Convention for Safe Containers (CSC) – validity period 30 months.

j. The Support Unit shall be rebuilt with items that have been refurbished or replaced as detailed above.

k. Engraved labels shall be reused or replaced as required (if either broken or illegible). All vinyl labels shall be replaced with new.

4. Support Unit Modifications requested by the Authority.

4.1 The refurbishment price of Support Units listed will include the parts and labour associated with installing the following modifications requested by the Authority:

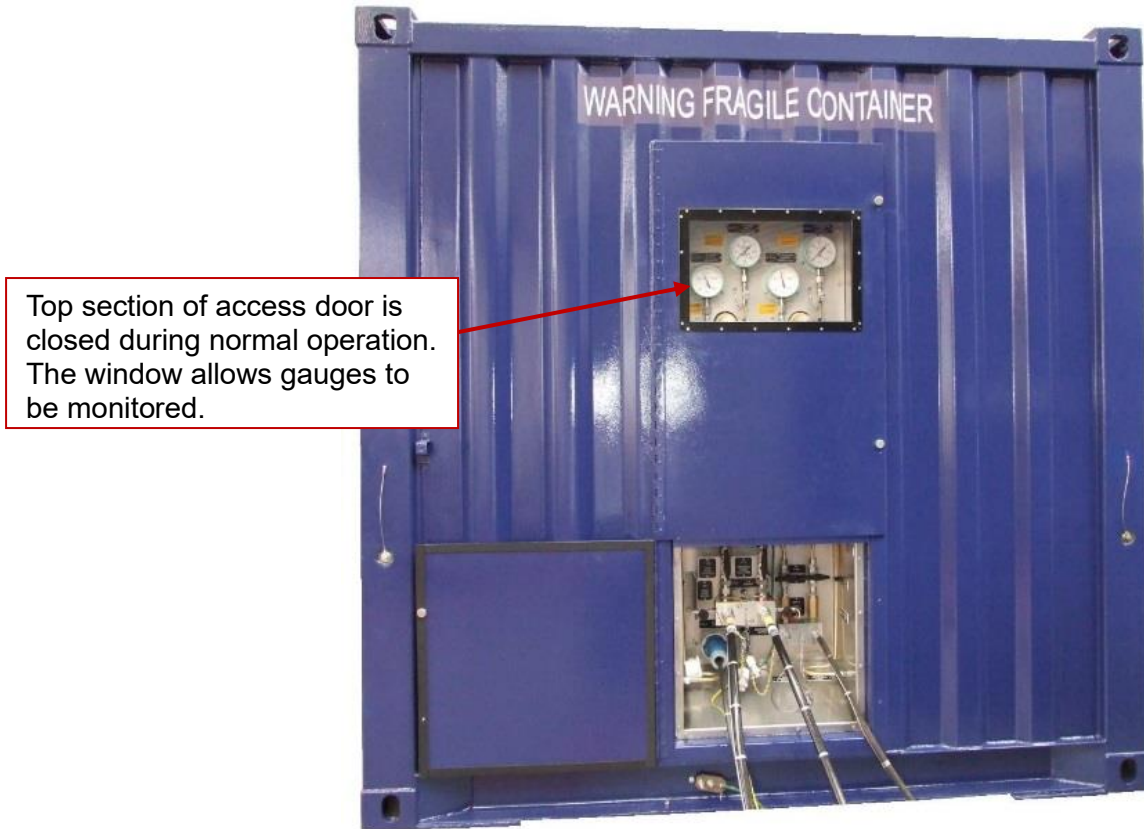
- a. Fitting of stainless-steel air input panel and access door modifications. This modification is the current build standard (Mod Strike 3) and has already been embodied for TMCC Support Units refurbished under contract UWSCom2a/0276. This modification is included within the price for Support Units to be refurbished under the contract.



Access door split into 2 sections with a window to view gauges.

OFFICIAL

Stainless steel air input panel modification.



4. Factory Acceptance Test

- 1.1. Following completion of rebuild, the Support Unit shall be subjected to a Factory Acceptance Test, to be witnessed by the contractor's Quality Assurance department. All pipework and associated components shall be leak tested to maximum working pressure, electrical circuits shall be tested for continuity, insulation, and functionality. The acceptance report shall be signed by the contractor and copied to the Authority. The

Authority's Quality Assurance Representative (MoD QAR) shall be invited to attend the customer witness TMCC FAT.

5. Pricing and identification of additional costs

5.1 Pricing for the Refurbishment work detailed above will be covered in Schedule 20. Replacement of missing items are excluded from the refurbishment price and shall be quoted individually or priced in accordance with the contract spares list at Schedule 19 where applicable. Additional costs associated with the rectification of major damage outside the scope of a normal refurbishment identified during the initial survey or preliminary independent verification examination shall be detailed within a written report to the APM. The Authority shall provide a response in accordance with the contractors requested date to ensure adherence to the refurbishment schedule at Annex F. The Authority's approval for additional costs shall be obtained prior to proceeding with the refurbishment.

Annex D - Tailored Def Stan 00-056 (Safety Management Requirements for Defence Systems) for Contract 707549452**1 Scope and Applicability**

1.1 This standard specifies the requirements for achieving, assuring, and managing the safety of Product Support Solution (PSS) in the context of the requirements defined by the scope of contract.

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
4		<u>Safety Management System</u> The contractor shall operate an SMS that defines a framework that ensures the contractor's organisation directs, controls, and monitors its safety management activities. This shall cover occupational safety and may also cover PSS safety	Mandatory	✓		ISO 45001:2018 Occupational Health and Safety Management Systems, ISO 14001:2015 EMAS and Quality Management Systems ISO 9001:2015
4.1		Safety Management Plan				
4.1.1	2.10	The contractor shall define and implement a coherent approach towards the management of all safety-relevant activities, throughout the life of the contract and document their approach in an SMP.	Tailorable. Safety Management Plan might already exist.		✓	ISO 45001:2018 Occupational Health and Safety Management Systems, ISO 14001:2015 EMAS and Quality Management Systems ISO 9001:2015
4.1.2	Annex A Quality Management	The contractor shall identify civil, open, or other standards, or good practice, where they are used in full or partial fulfilment of the requirements of this standard and document the means by which any differences to this standard will be resolved.	Tailorable. Agree use of equivalent standard.		✓	SMP to identify and provide a register of relevant safety legislation, regulations, and standards applicable to scope of contract deliverables.
4.1.5		The contractor shall ensure that the SMP covers all safety-relevant activities to a level of detail that is reasonably practicable, so as to determine what activities are to be performed, by whom, at what time, and with what methods and tools, throughout the contract.	Tailorable.	✓		SMP to include risk assessments for specific activities
4.1.6		The contractor shall ensure that the SMP covers the work of all sub-contractors, including the mechanisms that the Contractor shall use for oversight of sub-contractor work, such as auditing.	Tailorable.	✓		
4.1.7		Where the contract includes provision of a service the contractor shall agree with the UK MOD the balance between the activities managed through the service SMP and through other relevant plans. This will draw on the service SMP as the key plan for the safety aspects of the delivery, prior to commencement of the service.	Tailorable.		✓	
4.2		Agreement				
4.2.1		The contractor shall define an SMP as part of the tendering process, and formalise the plan with the UK MOD at contract award.	Mandatory	✓		Outline SMP at Tender stage Full SMP to follow Contract Award within start date
4.2.2		The contractor shall agree their SMP with the UK MOD	Tailorable	✓		

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
4.3		Review and Update				
4.3.1		The contractor shall review and update the SMP to reflect changes throughout the life of the contract	Mandatory	✓		Align to Project management Panel Meetings
4.4		Progress Reports				
4.4.1		The contractor shall report progress against the SMP to all stakeholders as identified in the SMP and shall report on any necessary actions to correct deviations from the SMP.	Mandatory	✓		
5		<u>General Requirements</u>				
5.1		Deviation From Requirements				
5.1.1		Any deviations from the requirements of this standard shall be formally agreed between the UK MOD and the contractor prior to their implementation and documented in the SMP.	Mandatory	✓		
5.2		Legislation, Regulations, Standards, Policy, and Approved Codes of Practice				
5.2.1		The contractor shall identify and document all relevant safety legislation, regulations, standards, and approved codes of practice applicable to the scope of supply and scope of analysis for the duration of the contract.	Mandatory	✓		
5.2.2		The contractor shall work with the UK MOD to identify and agree relevant UK MOD policy appropriate to the scope of supply and scope of analysis, addressing the domain and the technology used	Mandatory	✓		
5.3		Sub-Contracting				
5.3.1		Where work is sub-contracted, the contractor shall ensure and provide assurance that the relevant requirements of this standard are met throughout the supply chain	Mandatory	✓		ISO 45001:2018 Occupational Health and Safety Management Systems, ISO 14001:2015 EMAS and Quality Management Systems ISO 9001:2015
5.4		Multiple Deliverables				
5.4.1		Where there are multiple deliverable PSS, the contractor shall apply the clauses of this standard relevant to each PSS element, grouping common PSS elements where appropriate, and document the approach adopted in the SMP	Mandatory		✓	
5.5		Information Management				

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
5.5.1		The contractor shall provide the UK MOD with visibility of the safety engineering, support, and safety management activities throughout the life of the contract	Mandatory.	✓		
5.5.2		The contractor shall define and agree with the UK MOD an information set which is sufficient to enable all safety relevant design and analysis activities to be reviewed and repeated	Mandatory.		✓	
5.6		Documentary Deliverables				
5.6.1		The contractor shall produce documentary deliverables relevant to safety, including interim versions, as contracted. Documentary deliverables identified in this standard are Safety Audit Plan Safety Case Report Hazard Log Safety Management Plan Progress Reports	MOD might agree another set of deliverables		✓	
5.6.2		The contractor shall agree with the UK MOD the format and content for all contracted safety-related deliverables in the scope of supply, and document this information in the SMP	Mandatory.	✓		
5.6.3		In defining deliverable formatting and content, the contractor shall take into account the DIDs and the requirements of any civil, open, or other standards being used, as identified in the SMP	Tailorable.	✓		
5.7		Agreement of Deliverables				
5.7.1		The contractor shall agree with the UK MOD, the PSS and safety-related documentation to be delivered and record this information in the SMP	Mandatory.	✓		
6		<u>Roles and Responsibilities</u>				
6.1		Safety Organisation				
6.1.1		The contractor shall define the roles and responsibilities of those individuals responsible for safety within the scope of contract and document them in the SMP	MOD might not require identification of individuals.		✓	Provide RACI Table
6.1.2		The contractor shall identify the normal point of contact for safety matters within the safety organisation	Mandatory.	✓		
6.2		Safety Committee				
6.2.1	1.4	The contractor shall contribute to safety committees and other liaison activities to ensure effective coordination of safety with the UK MOD and other stakeholder	Partially Tailorable. There might not be any existing safety committees.		✓	
6.2.2	1.4	The contractor shall provide visibility of the information set to the safety committee to enable it to oversee safety management, safety engineering and safety-related support activities	Partially Tailorable. There might not be any existing safety committees.	✓		
6.2.3	1.4	The contractor shall support the safety committee in recommending, endorsing, or providing guidance on issues with a potential safety	Partially Tailorable. There might not be any		✓	

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
		impact and in assuring the results of work, within the scope of analysis, either directly or through subsidiary committees	existing safety committees.			
6.2.4	1.4	The contractor shall support the safety committee in any additional roles/tasks as agreed with the UK MOD and recorded in the SMP	Partially Tailorable. There might not be any existing safety committees.		✓	
6.3		Competencies				
6.3.1		The contractor shall ensure that all safety-relevant tasks within their scope of contract are carried out and managed by individuals, teams or organisations that are competent to perform those tasks	Mandatory.	✓		
7		<u>Interfaces</u>				
7.1		Organisational Interfaces				
7.1.1		The contractor shall cooperate, and coordinate safety activities, with all relevant organisations identified in the SMP	Mandatory.	✓		
7.2		Technical Interfaces				
7.2.1		The contractor shall record, as part of the information set, all assumptions and information necessary to enable safe integration or interoperation with other PSS, including in a system of systems	Mandatory.	✓		
7.2.2		The contractor shall identify and record, as part of the information set, their assumptions about any known interfacing or interacting PSS, whether extant or planned, to enable them to carry out safety-related activities within the scope of contract	Mandatory.	✓		
7.2.3		The contractor shall record, as part of the information set, assumptions which other organisations are entitled to make about their deliverable PSS.	Mandatory.		✓	
7.3		External Interacting Interfaces				
7.3.1		The contractor shall assess information provided by the UK MOD or other contractors for interacting PSS and take steps to resolve any inconsistencies in the assumptions made at interfaces, in discussion with the UK MOD if necessary	Mandatory.		✓	
8		<u>Safety Audits</u>				
8.1		Audits and Reports				
8.1.1		A contractor appointed Contractor Safety Auditor (CSA) shall carry out safety audits as specified in the SMP, to assure the implementation of the SMP.	MOD may contract a 3rd party to undertake or manage such activities.		✓	MOD 3rd LoD audit can be carried out as required
8.1.2		A safety audit report shall be produced, following each safety audit, which fully describes the findings of the safety audit.	MOD may contract a 3rd party to undertake or manage such activities.	✓		PSEP to assess the output
8.2		Contractor Safety Auditor Independence				

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
8.2.1		The contractor shall ensure the CSA is independent from those areas within the contractor's organisation, or any sub-contractors, that are subject to contractor safety audit.	UK MOD may contract a 3rd party to undertake or manage such activities.	✓		
8.3		Independent Safety Audit				
8.3.1		The contractor shall allow an ISA, if one is appointed, reasonable access to the information set.	Mandatory.		✓	MoD appointed Auditor
8.4		Remedial Action				
8.4.1		The contractor shall identify and implement timely remedial actions to rectify any agreed non-conformities or other issues found in safety audits	Mandatory.	✓		Communicated to the MOD via the PSEC
Safety Engineering						
9		<u>Safety Requirements, Hazard, and Risk Analysis</u>				
9.1		Hazards and Accidents				
9.1.1		The contractor shall identify all hazards and associated potential accidents, from all credible causes, within the scope of analysis	. The UK MOD may contract a 3rd party to undertake or manage such activities.	✓		Haz ID and Haz Analysis
9.2		Hazard Tracking				
9.2.1		The contractor shall ensure that the status of the control of all hazards is visible throughout the contract	Mandatory.	✓		
9.2.2		The contractor shall implement a hazard log.	MOD may contract a 3rd party to undertake or manage such activities	✓		
9.2.3		The contractor shall ensure that hazard log reports are delivered as defined in the SMP	MOD may contract a 3rd party to undertake or manage such activities	✓		
9.3		Safety Requirements				
9.3.1		The contractor shall clearly identify, record and track safety requirements throughout the contract	Mandatory.	✓		
9.3.2		The contractor shall document the process for identifying, recording, and tracking all safety requirements and derived safety requirements in the SMP	Mandatory.	✓		
9.3.3		The contractor shall identify and track all safety requirements (including top level safety requirements) and derived safety requirements, and record them in the information set	Mandatory.	✓		
9.4		Safety Requirements Management				
9.4.1		The contractor shall maintain records to show bi-directional traceability between each individual safety requirement or derived safety requirement, and the individual source of those requirements	Mandatory.	✓		
9.5		Design for Safety				

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
9.5.1		The contractor shall undertake the design of the PSS so as to meet the safety requirements.	Mandatory.	✓		
9.5.2		The contractor shall identify mitigation strategies to reduce safety risk and meet safety requirements	Mandatory.	✓		
9.5.3		The contractor shall select and implement a combination of mitigation strategies for hazards or failure modes that contribute to a hazard, according to the following precedence: Elimination Substitution Engineering Controls Administrative Controls (Including Human Factors) Personal protective clothes and Equipment Monitoring for preventative or corrective Action	MOD may agree different strategies.		✓	
9.5.4		The contractor shall evidence the effectiveness of each mitigation strategy, including the application of the ALARP principle as far as reasonably practicable within the scope of contract, and shall record the rationale in the information set	Mandatory	✓		
9.6		Safety Analysis				
9.6.2		The contractor shall ensure that safety analysis covers all technologies, applicable to the PSS, and is carried out through the design decomposition to a sufficient level of detail to address all credible causes of hazards, accidents or failure modes that contribute to a hazard or accident	Mandatory	✓		
9.7		Failure Modes				
9.7.1		The contractor shall identify all potential failure modes that might contribute to a hazard in the PSS, or in any known interfacing or interacting PSS, whether extant or planned.	MOD may contract a 3rd party to undertake or manage such activities.	✓		
9.7.2		The contractor shall ensure that the status of control of all identified failure modes that contribute to a hazard is visible throughout the contract	Alternative techniques that do not specifically identify Failure Modes may be agreed with the UK MOD.		✓	
9.8		Risk Estimation				
9.8.2		The contractor, with the agreement of the UK MOD, shall use justified qualitative estimates for reasonable worst case risk assessment, where it is not practical to quantify severity or likelihood.	Tailorable.	✓		
9.8.3		The contractor shall determine residual risk once risk mitigation strategies have been realised, which might include human factors, cyber security controls or other failure mode mitigations	Tailorable.	✓		
9.8.4		The contractor shall record assumptions, data, judgements, and calculations underpinning the risk estimation in the information set, such that they can be reviewed and reconstructed.	Tailorable.	✓		
9.9		Risk and Compliance Evaluation				

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
9.9.1		The contractor shall evaluate risk to life, for all identified hazards and accidents, and compliance with relevant legislation, standards, regulations, and codes of practice, as defined in the SMP and record the results in the information set	MOD may contract a 3rd party to undertake or manage such activities.	✓		
9.10		Satisfaction of Requirements				
9.10.1		The contractor shall carry out safety and systems engineering activities to provide evidence that all safety requirements, including derived safety requirements, have been met.	MOD may contract a 3rd party to undertake or manage such activities.	✓		
9.10.2		The contractor shall undertake systems engineering activities which are capable of detecting counterevidence.	MOD may contract a 3rd party to undertake or manage such activities		✓	
10		<u>Safety Reporting</u> The safety reports produced by the Contractor shall vary with the scope of supply and scope of analysis, and also with the domain.				
10.1		Information Set Safety Summary				
10.1.1		The Contractor shall produce an ISSS as defined in the SMP.	Mandatory	✓		
10.1.2		The Contractor shall ensure that the ISSS contains sufficient information from the information set to enable a system integrator and a system operator to discharge their safety responsibilities	Mandatory	✓		
10.1.3		The Contractor shall ensure that the ISSS contains information on assumptions and limitations regarding the safe use of the PSS	Mandatory	✓		
10.1.4		The Contractor shall ensure that the ISSS includes a justification of the scope of the information provided.	Mandatory	✓		
10.2		Safety Case				
10.2.1		The Contractor shall produce a safety case or safety cases for a PSS as defined in the SMP.	MOD may contract a 3rd party to undertake or manage such activities	✓		
10.2.2		The Contractor shall ensure that the safety case consists of a structured argument, supported by a body of evidence that provides a compelling, comprehensible, and valid case that a system is safe for a given application in a given environment	MOD may contract a 3rd party to undertake or manage such activities	✓		
10.2.3		The Contractor shall ensure that the evidence for the safety case is drawn from the information set.	Mandatory	✓		
10.2.4		The Contractor shall address safety throughout the life of the PSS within the safety case, to the extent required by the scope of contract.	Mandatory		✓	
10.2.5		The Contractor shall provide evidence that supports claims for the verification and validation of all safety requirements, including evidence from sub-Contractors	Mandatory	✓		
10.2.6		The Contractor shall provide evidence of compliance with relevant legislation, regulations, standards, policy, and approved codes of practice	Mandatory	✓		
10.2.7		The Contractor shall ensure that the safety case identifies how to address any residual shortfalls in meeting safety requirements	Mandatory	✓		

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
10.3		Safety Case Reports				
10.3.1		The Contractor shall produce a safety case report or reports as defined in the SMP	MOD may contract a 3rd party to undertake or manage such activities	✓		
10.3.3		Where there are shortfalls in the evidence the Contractor shall ensure safety case reports provide the rationale for operating the PSS, and the ways of mitigating the residual risk	Mandatory	✓		
10.3.4		The Contractor shall ensure that safety case reports contain information on assumptions and limitations regarding the safe use of the PSS.	Mandatory	✓		
10.3.5		The Contractor shall produce command summaries, as contracted and as defined in the SMP, documenting the assumptions and limitations for safe in-service use of the PSS.	Mandatory		✓	
11		<u>Supply Change Management</u>				
11.1		Build State Definition				
11.1.1		The Contractor shall produce records which show the build state definition (configuration) of each PSS element supplied	Mandatory	✓		
11.1.2		The Contractor shall ensure that all stakeholders identified in the SMP as needing to be kept up to date regarding the build state to ensure or preserve safety are provided with the build state definition	Mandatory	✓		
11.1.4		The Contractor shall ensure that the build state definition is specific to each delivered instance of a PSS, so that specific instance is properly managed.	Tailorable.	✓		
11.2		Change Control				
11.2.1		The Contractor shall define in the SMP, a change control system so that the safety impact of any planned or unplanned change can be identified and assessed.	Mandatory	✓		
11.3		Planning for Change				
11.3.1		Where changes are anticipated, e.g., for managing obsolescence, the Contractor shall develop and implement plans for proactively identifying and addressing those changes to ensure the continued safety of the PSS	Mandatory	✓		
11.4		Safety of Changes				
11.4.1		The Contractor shall manage all changes under their control so as to preserve safety as in the original design intent or to improve the safety of the deliverable PSS.	Mandatory	✓		
11.4.2		The Contractor shall review and update the information set and ISSS, as defined in the SMP, to ensure that they remain valid	Mandatory	✓		
11.4.3		The Contractor shall review and update the safety case and safety case report, as defined in the SMP, to ensure that they remain valid	MOD may contract a 3rd party to undertake or manage such activities	✓		
11.5		Safe Update				

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
11.5.1		The Contractor shall supply updated PSS and associated information, as defined in the SMP, to enable safety to be preserved	MOD may contract a 3rd party to undertake or manage such activities	✓		Reported at each PSMP
11.5.3		The Contractor shall update the build state definition for each modified PSS, so that it reflects the modified build state and provide an audit trail of those modifications	Mandatory	✓		
11.6		Monitoring Change				
11.6.1		The Contractor shall monitor changes to in-service PSS that are visible to them, including using the results of normal reporting, to identify cases where the changes might have undesired safety impacts	MOD may contract a 3rd party to undertake or manage such activities	✓		
11.6.2		Where undesired safety impacts are identified, the Contractor shall notify the relevant stakeholders and, where practicable, recommend mitigation to control risk to life	MOD may contract a 3rd party to undertake or manage such activities	✓		
11.7		Incorporating Change				
11.7.1		The Contractor shall incorporate any new or modified PSS into the in-service system, as defined in the SMP, so as to maintain or improve safety	MOD may contract a 3rd party to undertake or manage such activities	✓		
11.7.2		The Contractor shall provide information to other relevant stakeholders, including the UK MOD in all cases, to enable them to assess the impact of changes made to the in-service system.	MOD may contract a 3rd party to undertake or manage such activities	✓		
11.7.5		Where temporary modifications have been made to manage risk, the Contractor shall ensure that they are removed once a permanent resolution has been implemented	Tailorable	✓		
11.7.6		The Contractor shall agree with relevant stakeholders what changes are to be made, including any necessary deviations from the original installation instructions, to enable them to discharge their obligations, e.g., to maintain an accurate record of the build state	Tailorable	✓		
Safety In-Service						
12		<u>Supporting Systems In-Service</u> This section only applies when in-service support is contracted.				
12.1		Management of Safety-Related In-Service Data				
12.1.1		The Contractor shall coordinate the management of safety-related in-service data where the deliverable PSS interface or interact with other PSS	Mandatory	✓		
12.2		Monitoring, Reporting and In-service Data Analysis				
12.2.1		The Contractor shall define and operate a process for collecting, analysing, and documenting safety-relevant in-service data across all DLOD, which might include, but is not limited to: Usage and environment. Accident, incident, and defect reporting. Error and failure data, including human errors.	Mandatory	✓		S2022 or alternative
12.2.2		The Contractor shall review the safety case, in light of the recorded data, to identify areas where operations vary from predictions or	Mandatory	✓		

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
		assumptions, e.g., the actual risk to life is significantly higher than the estimated risk to life, or a PSS is operated outside declared limitations				
12.2.3		The Contractor shall sentence the results of analysis of the data and the review of the safety case to determine situations which indicate the need for remedial action and once agreed with the UK MOD, shall implement those actions within their sphere of responsibility	Mandatory	✓		
12.2.4		The Contractor shall inform all relevant stakeholders where they have identified the need for remedial action, and provide those stakeholders with sufficient information to enable them to take appropriate action	Mandatory	✓		
12.2.9		Where the Contractor supports in-service PSS which are in use by multiple stakeholders, the Contractor shall, as far as is reasonably practicable, use information relating to the PSS to efficiently and effectively manage safety	Tailorable		✓	
12.3		Remedial Action				
12.3.1		The Contractor shall implement remedial actions to preserve or improve safety, agreed with the UK MOD, and prioritised accordingly	Mandatory	✓		
13		<u>Service Provision</u> This section only applies when service provision is contracted.				
13.1		Safety Case Report				
13.1.1		The Contractor shall produce a safety case report, command summary, and deliver them to the UK MOD for approval before commencement of services	Mandatory	✓		Duplicate 10.3.1
13.1.2		The Contractor shall maintain the safety case, safety case report and command summary so they are accurate representations of the service	Mandatory	✓		
13.1.3		The Contractor shall produce command summaries so that each provision of the service can be properly assessed and controlled in terms of risk	Tailorable	✓		Duplicate 10.3.5
13.1.4		The Contractor shall provide information to support domain specific processes providing essential information for the accountable person responsible for the service to manage risk to life.	Tailorable	✓		
13.2		Service Provision Planning				
13.2.1		The Contractor shall produce plans for management of service operations, covering all foreseeable situations including abnormal and emergency situations	Mandatory	✓		
13.3		Risk Management				
13.3.1		The Contractor shall support the UK MOD in managing predicted or emergent risk to life arising from hazards and accidents associated with the service, according to the ALARP principle, throughout the contract life, and as defined in the SMP.	Mandatory		✓	
13.3.2		The Contractor shall cooperate with the accountable persons for interfacing or interacting services or operations to enable effective management of risk to life.	Mandatory	✓		

00-056 Clause No	TMCC SOW No	Def Stan 00-056 Clause	Mandatory/Tailorable	Level of Compliance Required		Means of Compliance
				Full	Partial	
13.3.3		Where necessary and with the accountable person's agreement, the Contractor shall implement immediate action to manage risks to life until a longer-term resolution is identified	Mandatory	✓		

Annex E - Contract Deliverables List

WP	REQUIREMENT	DELIVERY
SoW 1.2	Project Initiation Meeting (PIM)	The PIM will be held no later than 10 Business Days after Contract Award.
SoW 1.3	In-Service Support Meetings	The meetings will be held bi-annually.
SoW 1.4	Project Safety and Environmental Committee (PSEC) Meeting	The meeting will be held annually.
SoW 1.5	Contract Progress Meetings	The Meeting will be held: <ul style="list-style-type: none"> • Bi-monthly for Contract Year 1 • Quarterly for Contract Year 2 • 6 monthly for Contract Year 3 onwards
SoW 1.6	In-Service Support Online Meeting	The meeting will be held: <ul style="list-style-type: none"> • Bi-monthly for Contract Years 1 and 2. • Quarterly for Contract Year 3 onwards.

WP	REQUIREMENT	DELIVERY
SoW 1.5	Quarterly Progress Report	No later than 5 Business Days after the end of each Contract quarter.
SoW 2.1	Integrated Support Plan (ISP)	Final version to be issued to the Authority within 3 months of contract award. Reviewed quarterly.
SoW 2.2	Financial Reports	No later than 5 Business Days after the end of each Contract quarter.
SoW 2.3	Key Performance Indicators (KPIs)	No later than 5 Business Days after the end of each Contract quarter.
SoW 2.4	Quality Management Plan	Final version to be issued to the Authority within three months of contract award. Reviewed annually.
SoW 2.5	Risk Management Plan (RMP)	Final version to be issued to the Authority within one month of contract award. Reviewed annually.
SoW 2.6	Project Management Plan (PMP)	Final version to be issued to the Authority within 3 months of contract award. Reviewed annually.
SoW 2.7	Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions (DEFFORM 711)	To be submitted as a part of tender return and updated as necessary.
SoW 2.8	Obsolescence Management Plan (OMP)	Final version to be issued within one month of contract award. Reviewed annually.
SoW 2.9	Configuration Management Plan (CMP)	Final version to be provided within 6 months of contract award. Reviewed annually.
SoW 2.10	Safety and Environmental Management Plan	Final version to be issued to the Authority within 1 month of contract award.
SoW 2.11	Business Continuity Plan (BCP)	Final version to be issued to the Authority within one month of contract award. Reviewed annually.
SoW 2.12	Book of Reference (BR)	Reviewed annually.
SoW 2.13	Asset Data Summary Sheet (ADSS)	Within three months of contract award.
SoW 2.15	TMCC Logbook	Prior to a Factory Acceptance Test (FAT). On delivery of a TMCC.

WP	REQUIREMENT	DELIVERY
SoW 3.1	Technical Support Register	Within 30 days of Contract award.
SoW 3.3	Concessions Log	Within three months of Contract Award. Reviewed bi-annually.

WP	REQUIREMENT	DELIVERY
SoW 7	AC/BS Design, Development and Implementation Plan	Draft design, development and implementation plan to be issued to the Authority at part of tender return, and final plan to be issued to the Authority within 3 months of contract award.

WP	REQUIREMENT	DELIVERY
SoW 9.3	Spares Prices	Initial evidence to demonstrate adherence to be supplied within 1 month of contract award. Ongoing adherence to be met by the Contractor and measured throughout duration of contract.
SoW 9.5	Defence Packaging	Initial evidence to demonstrate adherence to be supplied within 1 month of contract award.
SoW 9.6	To Account for Property of the Authority	Initial evidence to demonstrate adherence to be supplied within 1 month of contract award.

Contract Reference	REQUIREMENT	DELIVERY
Condition 12	Schedule 9 – Publishable Performance Information	Draft within three (3) months of Effective Date of Contract, and then supplied quarterly
Condition 24	Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement	To be submitted as a part of tender return and updated as necessary.
Condition 25	Schedule 7 – Timber and Wood-Derived Products Supplied under the Contract	To be submitted as a part of tender return and updated as necessary.
Condition 46.1	Schedule 10 -- Notification of Intellectual Property Rights (IPR) Restrictions (DEFFORM 711)	To be submitted as a part of tender return and updated as necessary.
Condition 46.4	Exit Plan	Within 90 days of Effective Date of Contract
Clause 12e	Publishable Performance Information KPI Data Report	Within 3 months of Effective Date of Contract
	Schedule 5	
Schedule 18	TUPE information - various	Refer to Schedule 18
Schedule 14	Annex A to SAL - Acceptance of Security Aspects letter	To be submitted as part of tender return and then submitted within 30 Business Days of receipt of any revised version issued by the Authority.
DEFCON 565	Completion of DEFFORM 565 - Supply Chain Resilience and Risk Awareness Mapping Template	Within 90 days of Effective Date of Contract

Annex F - Refurbishment Planning Schedule

The table below show the anticipated refurbishment schedule for the TMCC variants; this is subject to change. The Authority will require the ability to be able managed the schedule based on capability and cost throughout the contract.

Ser	Refurbishment Type	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8
1	Ship Fit TMCC	1	3	2	3	2	2	0	0
2	Containerised TMCC	1	2	1	2	0	0	2	0
3	Support Unit	1	2	1	2	0	0	2	0

Glossary of terms

Abbreviation	Description
5A	'5 annuals' refurbishment of the TMCC chambers (Safety and legal requirement)
AC/BS	Air Control Breathing System
AIL	Advanced Information Leaflets
APM	Authority Project Manager
AQAP	Allied Quality Assurance Publications
BCP	Business Continuity Plan
BER	Beyond Economical Repair
BR	Book of Reference
CCBS	Closed Circuit Breathing System
COTS	Commercial Off The Shelf
CP&F	Contract Purchasing and Finance
CPS	Cardinal Point Specification
DDS	Defence Diving School
DE&S	Defence Equipment and Support
DEFCON	Defence Condition
Def Stan	Defence Standard
DESA	Defence Equipment Sales Authority
DLS	Diving Life Support
DRACAS	Data Reporting Analysis and Corrective Action System
E-List	Establishment list
ESSDs	Electrostatic Sensitive Devices
EMC	Electromagnetic Compatibility
GFA	Government Furnished Assets
HBFX	Hyperbaric Fire Extinguishers
HeO ₂	Helium / Oxygen
HP	High Pressure
II/IT	Installation Inspection / Installation Trial
iaaw	In accordance with
IEC	International Electrotechnical Commission
IMCA	International Marine Contractors Association
IPC	Illustrated Parts Catalogue
ISO	International Standards Organisation
ISPECS	Instructional Specification
JSP	Joint Service Publication
KPI	Key Performance Indicator
MCTA	Maritime Capability Trials and Assessment
MDMP	Maritime Defect Management Portal
MOTS	Modified Off The Shelf
OEM	Original Equipment Manufacturer
OPDEF	Operational Deficiency
OSD	Out of Service Date
PEC	Panel Electronic Circuit
PMS	Planned Maintenance Schedule
PO	Purchase Order
PoC	Point of Contact
POEMS	Project Oriented Environmental Management System
POSMS	Project Oriented Safety Management System
PSEC	Project Safety and Environmental Committee
PSU	Power Supply Unit
QA	Quality Assurance
RAMP	Remote Access Movements Portal
SALMO	Salvage and Marine Operations
SC	Security Clearance
SEMS	Safety Environment Management System
STW	Set To Work
TMCC	Transportable Manned Compression Chamber
VFM	Value For Money
WP	Work Package

Schedule 12- Key Performance Indicators (KPIs)

The following Key Performance Indicators (KPIs) shall be managed in accordance with Condition 46.3 of this Contract (No. 707549452) and any other applicable conditions or processes.

KPI 1	Contract Management Activities
Performance Indicator	Progress Reporting
Description	Provision of Deliverable Documentation
Incidence Measure	The Contractor is required to provide all Deliverable Documentation as defined in Annex E to Schedule 11. The measure shall be delivery of all required documentation to agreed timescales, and compliance of the documentation with the requirements.
Start	Effective Date of Contract
Stop	Authority acceptance of Deliverable Documentation
Data Source	The Contractor
Data Maintainer	The Contractor
Monitoring & Reporting Frequency	Quarterly

Performance Bands	
Good (0% Retention)	The Authority receives the documentation by the due date, as detailed in Annex E to Schedule 11, and acceptance given with no amendments or revisions required.
Approaching Target (5% Retention)	The Authority receives the documentation no later than 10 Business Days after the due date as detailed in Annex E to Schedule 11 AND (if applicable) Amended documentation received within 10 Business Days of Authority comments being issued and acceptance given with no further amendments or revisions required.
Requires Improvement (10% Retention)	The Authority receives the documentation no later than 20 Business Days after the due date as detailed in Annex E to Schedule 11 AND (if applicable) Amended documentation received within 10 Business Days of Authority comments being issued and acceptance given with no further amendments or revisions required.
Inadequate (20% Retention)	The Authority receives the documentation more than 20 Business Days after the due date as detailed in Annex E to Schedule 11

	<p>OR</p> <p>Amended documentation received more than 20 Business Days after Authority comments have been issued to the Contractor and acceptance given with no further amendments or revisions required.</p> <p>OR</p> <p>Amended documentation is not accepted by the Authority.</p>
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KPI 2	Spares and Repairs
Performance Indicator	Provision of Spares and Repairs
Description	Management of Spares and the Repair of repairable items of supply to achieve delivery timescales specified in the Contract.
Incidence Measure	Covers all deliveries of Spares and Repairs against CP&F Orders.
Start	Date CP&F order received by the Contractor. In the case of Repairs the date of item received for repair.
Stop	Receipt of item at Authority stores or specific delivery address detailed on the CP&F PO.
Data Source	Monthly Progress Report
Data Maintainer	The Contractor
Monitoring Frequency	Monthly: calendar month following period
Reporting Frequency	Quarterly

Performance Bands	
Good (0% Retention)	≥95% of items delivered within the contracted timescales at Schedule 19 for spares and agreed repair timescale as per Statement of Work WP 6.1 and 9.1
Approaching Target (5% Retention)	91 – 94.9% of items delivered within the contracted timescales at (Schedule 19) and agreed repair timescale as per Statement of Work WP 6.1 and 9.1
Requires Improvement (10% Retention)	87 – 90.9% of items delivered within the contracted timescales at (Schedule 19) and agreed repair timescale as per Statement of Work WP 6.1 and 9.1
Inadequate (20% Retention)	86.9% and under of items delivered within the contracted timescales at (Schedule 19) and agreed repair timescale as per Statement of Work WP 6.1 and 9.1

If, due to delays in MOD transport (collection and delivery to MOD stores), a contractual delivery date is not met, then this mitigation is to be stated in the Contractor's quarterly KPI reports, along with the date the Remote Access Movements Portal (RAMP) collection was requested. This information will be reviewed by the Authority, and mitigation accepted in instances where the Contractor can evidence that the RAMP collection was booked early enough to meet the contractual delivery date, had the MOD transport not been delayed.

KPI 3	TMCC Refurbishment – FAT
Performance Indicator	Factory Acceptance Test (FAT)
Description	The requirement for FAT following a refurbishment.
Incidence Measure	Following a refurbishment, a FAT is required for Ship Fit Transportable Manned Compression Chambers (TMCC) Containerised TMCC and Support Units.
Start	On completion of the refurbishment with FAT date agreed date agreed by the Authority and Contractor (via email).
Stop	On completion of the FAT with attendance of the Equipment Ops Manager (or representative) MOD QA and the Contractor
Data Source	Monthly Progress Report/FAT
Data Maintainer	The Contractor
Monitoring Frequency	With each refurbishment
Reporting Frequency	Quarterly

Performance Bands	
Good (0% Retention)	FAT is conducted following refurbishment of TMCC provided within 20 Business Days of Authority's request iaw section 4.4 of Statement of Work (Annex A)
Approaching Target (5% Retention)	The FAT is conducted following refurbishment of TMCC provided between 21 and 25 Business Days of Authority's request iaw section 4.4 of Statement of Work (Annex A)
Requires Improvement (10% Retention)	FAT is conducted following refurbishment of TMCC provided between 26 to 30 Business Days of Authority's request iaw section 4.4 of Statement of Work (Annex A)
Inadequate (20% Retention)	FAT is conducted in more than 30 Business Days or the TMCC does not meet the FAT requirements

KPI 4	Response to S2022s
Performance Indicator	Management of S2022s
Description	Response time and management for S2022 defects
Incidence Measure	PI 1 – Management of S2022s – Initial Response PI 2 – Management of S2022s – Resolution
Start	See relevant PI
Stop	See relevant PI
Data Source	Quarterly progress report/DRACAS Database/the Contractor
Data Maintainer	The Contractor
Monitoring Frequency	See relevant PI
Reporting Frequency	Quarterly

The overall KPI performance outcome for KPI 4 shall be determined as follows:

- If any PIs are assessed as Yellow, and there are no Amber or Red PIs, the Overall Performance Outcome for KPI 4 will be Yellow.
- If any PIs are assessed as Amber, and there are no red PIs, the Overall Performance Outcome for KPI 4 will be Amber.
- If any PIs are assessed as Red, the Overall Performance Outcome for KPI 4 will be Red.

For example:

PI 1	PI 2	KPI Outcome
GREEN	GREEN	GREEN
YELLOW	GREEN	YELLOW
AMBER	GREEN	AMBER
RED	GREEN	RED
YELLOW	RED	RED
AMBER	YELLOW	AMBER
YELLOW	YELLOW	YELLOW
AMBER	RED	RED

PI 1	Response to S2022s
Performance Indicator	Management of S2022s – Initial Response
Incidence Measure	Timescales taken to action and resolve initial responses to S2022s
Start	Date of receipt of S2022 by The Contractor
Stop	Date response issued by The Contractor and accepted by the Authority
Data Source	Quarterly progress report/DRACAS Database/the Contractor
Data Maintainer	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly

PI 2	Response to S2022s
Performance Indicator	Management of S2022s – Resolution
Incidence Measure	Timescales taken resolve S2022s
Start	Date of receipt of item by The Contractor
Stop	Date response issued by The Contractor and accepted by the Authority
Data Source	Quarterly progress report/DRACAS Database/the Contractor
Data Maintainer	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly

Activity	Safety	Priority	Routine
Initial Response	3 Business Days	30 calendar days	
S2022 completion following receipt of item (resolution)	21 calendar days	5 months	10 months

Performance Bands	
Good (0% Retention)	All S2022s closed within stated period below
Approaching Target (5% Retention)	Priority or Routine: Any S2022 ≤ 5 Business Days later than stated below
Requires Improvement (10% Retention)	Priority or Routine: Any S2022 > 5 Business Days later than stated below
Inadequate (20% Retention)	Safety: S2022 outstanding for more than periods stated below

KPI 5	Ad-hoc Tasking
Performance Indicator	Delivery of Ad-Hoc Tasking
Description	As required, the Authority will raise a TAF for the Contractor to undertake specified requirements. The Contractor will provide a response to the TAF and agree a task delivery timescale. The APM will measure the Contractor performance against the contracted due date for completion of the task and actual date fulfilled
Definitions	Contractor is required to complete Ad-Hoc Tasking on time and in scope.
Start	Date agreed in the TAF and of receipt by Contractor of accepted CP&F Order
Stop	Date agreed in the TAF Acceptance of Task Completion by the Authority
Data Source	The Contractor in the monthly Progress Report
Data Maintainer	The Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly

Performance Bands	
Good (0% Retention)	All tasks due for delivery within the reporting quarter delivered on time
Approaching Target (5% Retention)	Any task due for delivery within the reporting quarter delivered ≤10 Business Days late
Requires Improvement (10% Retention)	Any task due for delivery within the reporting quarter delivered ≤15 Business Days late
Inadequate (20% Retention)	Any task due for delivery within the reporting quarter delivered more than 16 Business Days late

KPI 6	Social Value
Performance Indicator	Demonstration of Social Value
Description	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Definitions	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Start	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Stop	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Data Source	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Data Maintainer	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Monitoring Frequency	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Reporting Frequency	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>

Performance Bands	
Good (0% Retention)	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Approaching Target (5% Retention)	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Requires Improvement (10% Retention)	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>
Inadequate (20% Retention)	<i>To be agreed by the end of Quarter 1, Year 1 of the Contract</i>

Note: Please ensure the TAF Version Control is maintained on the TAF register

<u>CONTRACT NUMBER:</u> 707549452	<u>TASK NUMBER:</u>	<u>VERSION:</u>
<p>You are hereby requested to provide a Firm Price Proposal for the below requirement. Your Proposal should be submitted in accordance with Clause 47.1 (Ad-Hoc tasking) using the agreed rates in Schedule 16.</p>		
<u>TASK TITLE:</u>		
<u>TASK REQUIREMENT(S)</u> <i>(Insert detailed description of the requirement – to be written by assigned Technical representative)</i>		

OFFICIAL-SENSITVE COMMERCIAL

Contract 707549452
Schedule 13 – Ad-Hoc TAF

Does this Task include any Task-specific Terms, or Quality Standards / Requirements	REQUIREMNT TIMESCALE / COMPLETION DATE
Record any task specific terms, conditions, quality standards etc here.	Required-by Date: or Completion Date / Duration:
	Raiser of task
	Name:
	Post Title:
	Signature:
	Date:
	Commercial Review
	Name:
	Post Title:
	Signature:
	Date:

PART 2 – PROPOSAL
(Completed by the Contractor)

- a. **Proposed Solution, incl. (but not limited to):**
- Deliverables.
 - Assumptions, Exclusions and Dependencies.
 - GFA requirements.
 - ASSC (Export Control / ITAR implications;) and
 - Potential IPR generated / flow-down of IP to third party

	<u>TASK NUMBER:</u>	<u>VERSION:</u>
WOULD THIS TASK SOLUTION IMPACT THE CORE SERVICE PROVISION? YES <input type="checkbox"/> NO <input type="checkbox"/>		

b. Price & Payment

A **Firm** Price of £ (ex-VAT) is quoted for the performance of this Task.

The Price Breakdown, comprising Hours, Labour, Materials, T&S and any other provisions is attached.

The proposed Payment Plan is as follows: *(delete if not appropriate i.e., in instances of one-off payment-on-completion)*

Milestone:	Price:	Claimed Upon:

c. Completion Date

A completion date of is given for this Task.

This Task Proposal is open and valid until

Electronically Signed (Name and post):

On behalf of (Contractor)

Date:

PART 3 – APPROVALS AND AUTHORITY TO PROCEED*(Completed by the Authority)***The following approvals relate to TAF Proposal Version , dated****a. Project approval**

The timescale and level of work reported in the Contractor's Proposal are acceptable for this Task. I am content that the hours, material/sub-contract costs and T&S quoted are fair and reasonable, and commensurate with the work to be undertaken. All GFA requirements necessary to complete this Task (where applicable) have been agreed. All necessary approvals (BC, CC etc.) have been attained and stored in the Contract file (if applicable).

A completion date of is agreed for this Task.

Project Manager approval is hereby given for this Task.

Electronically Signed (Name and post):

Date:

b. Finance approval

Financial approval is hereby given for this Task.

Electronically Signed (Name and post):

Date:

c. For Tasking including Inventory items

SCM approval is hereby given for this Task.

Electronically Signed (Name and post):

Date:

d. Commercial approval

Commercial approval is hereby given, and you are authorised to proceed with this Task at a **Firm / Fixed / LoL** (*delete as appropriate*) Price of £ (ex-VAT).

Payment will be in accordance with the following agreed Payment Plan: (*Delete sentence and table if not applicable*)

Milestone:	Price:	Claimed Upon:

All other Terms and Conditions of the Contract remain unchanged.

This Task is placed under Schedule of Requirements line item

The Purchase Order (PO) number for this Task is

Electronically Signed (Name and post):

Date:

PART 4 – TASK COMPLETION

a. Notification of completion of Task (to be completed by the Contractor)

All work on this Task is complete and all deliverables have been dispatched.

I hereby notify the Authority that the above Task was completed on

Electronically Signed (Name and post):

On behalf of (Contractor)

Date:

b. Confirmation of completion of Task (to be completed by the Authority)

I confirm that all work on the above Task has been completed to the satisfaction of DT.

I confirm that the completion date for this Task was , and that the approved payments can be made to the Contractor.

Electronically Signed (Name and post):

Date:

(Copy to: DT – Commercial)

Schedule 14 – Security Aspects Letter

Date of Issue: 27/02/2025
Salvage and Marine Operations



For the attention of:
Contractor's Facility Security Controller

[Redacted]
Project Security Officer
[Redacted]
Defence Equipment & Support
SALMO Team
Ash 2A #3212
MOD Abbey Wood
Bristol
BS34 8JH

DCPP RAR: 101881729
Cyber Risk Profile: Very Low
DPIA: P331941

CONTRACT NUMBER & TITLE: 707549452 – Obsolescence Rectification and Re-design of Transportable Manned Compression Chambers (TMCC) with In Service Support

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Information that is disclosed orally in confidence by Authority (Condition 13 of the Contract applies – Nothing in this condition shall affect the parties' obligations of confidentiality where information is discussed orally in confidence).	OFFICIAL - SENSITIVE
Contract documentation including tender document, costings, and Commercial Strategy.	OFFICIAL – SENSITIVE COMMERCIAL
Personal details of Authority staff, Contractors, and System Operators	OFFICIAL – SENSITIVE PERSONAL

Project deliverables including associated Security, training schedule and Support documentation.	OFFICIAL - SENSITIVE
System Test information, data sets and records/results including limitations and performance metrics specific to the Authority.	OFFICIAL - SENSITIVE
Hardware or Software Code containing security enforcing functionality	OFFICIAL - SENSITIVE
High-Level Information Systems design documents specific to the Authority i.e., Design intent.	OFFICIAL - SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1989 and the National Security Act 2023. In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract.

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified material shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified material have either signed an OSA/NSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA/NSA apply to all classified information and assets associated with this Contract.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Security Officer (PSyO) in accordance with DEFCON 76.

8. Contact details for the MOD Project Security Officer (PSyO) (responsible for the co-ordination of effective security measures throughout the Project/Programme) are above.

Yours faithfully,

[REDACTED]
[REDACTED]

Copy via email to:

[ISAC-Group \(MULTIUSER\)](#)

[COO-DSR-IIPCSy \(MULTIUSER\)](#)

[UKStratComDD-CyDR-CySAAS-021](#)

Annexes:

- A. Acceptance of SALMO Security Aspects Letter (SAL)
- B. OFFICIAL SENSITIVE Security Condition for UK Contracts.

ANNEX A TO SAL: CONTRACT NUMBER & TITLE: 707549452 – Obsolescence Rectification and Re-design of Transportable Manned Compression Chambers (TMCC) with In Service Support

DATED: 27/02/2025

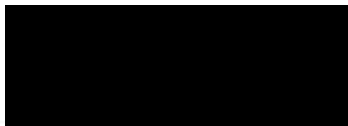
FOA:
Contractor's Facility Security Controller

ACCEPTANCE OF SALMO SECURITY ASPECTS LETTER (SAL)

Receipt of the **707549452 – Obsolescence Rectification and Re-design of Transportable Manned Compression Chambers (TMCC) with In Service Support SAL** dated 27/02/2025 is acknowledged and understood.

On behalf of the Contractor, I confirm that:

- a. The SAL is understood and all personnel (as defined within the contract) who require access to Government Identifiable Information have been briefed on the security requirements in this SAL, and meet the security and access requirements, including 'need to know', clearance and nationality.
- b. The definitions of OFFICIAL-SENSITIVE Matter of the above contract, and all the security requirements in this SAL, have been brought to the attention of the person directly responsible for the security of this contract. This will include supplying suitable cascaded SALs and references to subcontractors,
- c. Individual need to know and access requirements in relation to the Contract, are strictly role-based, and therefore automatically rescinded on job change or departure and procedures will be taken to maintain this requirement.
- d. All conditions and requirements in this SAL will be complied with.



Signed:

Date:12/03/2025.....

Name:


Job Title


ANNEX B to SAL – CONTRACT NUMBER & TITLE: 707549452 - Obsolescence Rectification and Re-design of Transportable Manned Compression Chambers (TMCC) with In Service Support

Issued 15 April 2024

UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Defence Suppliers where classified material provided to or generated by the Defence Supplier is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: COO-DSR-IIPCSy@mod.gov.uk).

Definitions

2. The term "Authority" for the purposes of this Annex means the UK MOD Contracting Authority.

3. The term "Classified Material" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE marking is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Defence Supplier, or which is to be developed by it, under this Contract. The Defence Supplier shall mark all UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading. The Defence Supplier is not required to mark documents graded UK OFFICIAL unless they are transmitted overseas or generated by a Defence Supplier based outside the UK in a third-party country.

Security Conditions

5. The Defence Supplier shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Defence Supplier shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

6. Where a Defence Supplier is based outside the UK in a third-party country the national rules and regulations of the third-party country take precedence over these conditions only if the third-party country has an extant bilateral security agreement or arrangement with the UK.

7. The Authority shall state the data retention periods to allow the Defence Supplier to produce a data management policy.

8. If you are a Defence Supplier located in the UK, your attention is also drawn to the provisions of the Official Secrets Act 1989 and the National Security Act 2023.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

9. The Defence Supplier shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Defence Supplier shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

10. Once the Contract has been awarded, where the Defence Supplier is required to store or process UK MOD classified information electronically, they shall comply with the requirements specified in ISNs, Defence Condition 658 and Defence Standard 05-138. Details can be found at the links below:

<https://www.gov.uk/government/publications/industry-security-notice-isns>.

<https://www.dstan.mod.uk/toolset/05/138/000004000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

11. All UK classified material including documents, media and other assets shall be physically secured to prevent unauthorised access. When not in use UK classified material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be controlled.

12. Disclosure of UK classified material shall be strictly controlled in accordance with the "need to know" principle. Except with the written consent of the Authority, the Defence Supplier shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Defence Supplier or Subcontractor.

13. Except with the consent in writing of the Authority the Defence Supplier shall not make use of the Contract or any classified material issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 9 above, the Defence Supplier shall not make use of any article or part thereof similar to the articles for any other purpose.

14. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Defence Supplier from using any specifications, plans, drawings and other documents generated outside of this Contract.

15. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 37.

Access

16. Access to UK classified material shall be confined to those individuals who have a “need-to-know”, have been made aware of the requirement to protect the material and whose access is essential for the purpose of their duties.

17. The Defence Supplier shall ensure that all individuals requiring access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Defence Supplier; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

Hard Copy Distribution

18. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed internally and externally of Defence Supplier premises. To maintain confidentiality, integrity and availability, distribution shall be controlled such that access to documents is only by authorised personnel. They may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

19. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

20. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation and CPA scheme are available at: <https://www.ncsc.gov.uk/guidance/tls-external-facing-services> <https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

21. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority

require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the information.

22. UK OFFICIAL and UK OFFICIAL-SENSITIVE information may be discussed verbally on corporate telephones and other corporate electronic devices with persons located both within the country of the Defence Supplier and overseas. UK OFFICIAL-SENSITIVE information should only be discussed where there is a strong business need to do so.

23. UK OFFICIAL information may be faxed to recipients located both within the country of the Defence Supplier and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

24. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

25. The Defence Supplier should ensure 10 Steps to Cyber Security (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information.
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

26. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum-security requirements for processing and accessing UK OFFICIAL and UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

(1) Up-to-date lists of authorised users.

(2) Positive identification of all users at the start of each processing session

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “strong” using an appropriate method to achieve this, e.g., including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g., point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 20 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1) The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2) For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

(3) The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this, then the equipment must be protected by physical means when not in use i.e., locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1) Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g., viruses and power supply variations),
- (2) Defined Business Contingency Plan,

- (3) Data backup with local storage,
- (4) Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5) Operating systems, applications and firmware should be supported,
- (6) Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “Logon Banner” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be: “Unauthorised access to this computer system may constitute a criminal offence”.

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “un-trusted” systems unless protected by a firewall (a software based personal firewall is the minimum, but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g., disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Portable Electronic Devices

27. Portable Electronic Devices holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 20 above.

28. Unencrypted Portable Electronic Device and drives containing personal data are not to be taken outside of secure sites¹. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g., memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

29. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

30. Portable Electronic Devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the Portable Electronic Device is to be secured out of sight in the

glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

31. The Defence Supplier shall immediately report any loss or otherwise compromise of any Defence Related Classified Material to the Authority. The term Defence Related Classified Material includes any information or asset that has been given a security classification by the UK MOD. The term also includes classified information and assets held by UK Defence Suppliers which are owned by a third party e.g., NATO or another country for which the UK MOD is responsible.

32. In addition, any loss or otherwise compromise of Defence Related Classified Material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the UK MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Defence Supplier concerned. The UK MOD Defence Industry WARP will also advise the Defence Supplier what further action is required to be undertaken.

UK MOD Defence Industry WARP Contact Details Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions) RLI Email: defencewarp@modnet.r.mil.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 3001 583 640

Mail: Defence Industry WARP, DE&S PSyA Office

MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

33. Reporting instructions for any security incidents involving Defence Related Classified Material can be found in the Incident Reporting Industry Security Notice at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Subcontracts

34. Where the Defence Supplier wishes to subcontract any elements of a Contract to Subcontractors within its own country or to Subcontractors located in the UK such subcontracts will be notified to the Authority. The Defence Supplier shall ensure that these Security Conditions are incorporated within the subcontract document.

35. The prior approval of the Authority shall be obtained should the Defence Supplier wish to subcontract any UK OFFICIAL-SENSITIVE elements of the Contract to a Subcontractor facility located in another (third party) country. The first page of MOD Form 1686 (F1686) is to be used for seeking such approval. The MOD Form 1686 can be found in the "Subcontracting or Collaborating on Classified MOD Programmes ISN" at the link below:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

36. If the subcontract is approved, the Defence Supplier shall flow down the Security Conditions in line with paragraph 34 above to the Subcontractor. Defence Suppliers located

overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Physical Destruction

37. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when the classified material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Defence Supplier to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE classified material which cannot be destroyed in such a way shall be returned to the Authority.

Private Venture Activities

38. Private Venture (PV) funded (i.e., non-MOD funded) defence related projects and technology fall within one of the following three categories:

a. Variants. Variants of standard defence equipment under research, development or in production, e.g., aircraft, military vehicles or ships, etc. with non-standard equipment or fitments, offered to meet special customer requirements or to avoid security or commercial difficulties associated with the sale of an item in-Service with UK Armed Forces.

b. Derivatives. Equipment for military or civil use that is not based on standard Service designs but is dependent upon expertise or technology acquired in the course of defence contracts.

c. Freelance. Equipment of defence importance that is in no way based on information gained from defence contracts.

39. UK Defence Suppliers shall ensure that any PV activity that falls into one of the above categories has been formally security graded by the MOD Directorate of Security and Resilience. Please see PV guidance on the following website further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

Publicity Material

40. Defence Suppliers wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior

approval of the Authority. Publicity material includes open publication in the Defence Supplier's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government.

41. For UK Defence Suppliers where the exhibition assets relate to multiple Delivery Teams or for Private Venture defence related classified material where there is no defined Delivery Team, the Defence Supplier shall request clearance for exhibition from the Directorate of Security and Resilience. See the MOD Exhibition Guidance on the following website for further information:

<https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets>

Export sales/promotion

42. The Form 680 (F680) security procedure enables MOD to control when, how, and if defence related classified material is released by UK Defence Suppliers to foreign entities for the purposes of promotion or sales of equipment or services. Before undertaking any targeted promotion or demonstration or entering into any contractual commitments involving the sale or release of defence equipment, information or technology classified UK OFFICIAL-SENSITIVE or above to a foreign entity, a UK Defence Supplier shall obtain F680 approval from the Export Control Joint Unit (ECJU) MOD Team. This includes assets classified UK OFFICIAL-SENSITIVE or above either developed to meet a UK MOD requirement or Private Venture (PV) equipment, as formally advised in a Security Aspects Letter (SAL) issued by the relevant Authority, or PV Security Grading issued by the MOD Directorate of Security and Resilience. Guidance regarding the F680 procedure can be found at:

<https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-guidance>

43. If a Defence Supplier has received an approval to subcontract, under an MOD Form 1686 (F1686), for development/production of parts of an equipment, that approval also permits the production of additional quantities for supply to an export customer, when the Defence Supplier has MOD Form 680 approval for supply of the complete equipment, as long as:

- a. they are identical, except for component obsolescence, to items produced under the UK programme that the approval to subcontract relates to; and
- b. no additional OFFICIAL-SENSITIVE or above material is required to be released to the overseas Subcontractor.

Interpretation/Guidance

44. Advice regarding the interpretation of the above requirements should be sought from the Authority.

45. Further requirements, advice and guidance for the protection of UK classified material at the level of UK OFFICIAL and UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

46. Where considered necessary by the Authority the Defence Supplier shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Defence Supplier's processes and facilities by representatives of the Defence Supplier's National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Schedule 15 – Government Furnished Asset (GFA) Register

The Contractor shall observe any instructions from the Authority regarding the use of any GFA issued for the purposes of this Contract, including the restoration of GFA back to the Authority, if so required by the Authority's Project Manager.

GFA shall be managed in accordance with DEFCONs 611(SC2) and 694(SC2), and the process detailed at Condition 46.12 to the Contract.

The following table lists all items of GFA which may be issued under this Contract and on what loan terms they can be held.

* denotes potential CWI's to be issued by the Authority.

OFFICIAL-SENSITIVE COMMERCIAL

Contract 707549452
Schedule 15 – GFA Register

No.	NSN	Part Number	Description	Quantity	Location	Date required by Contractor	Date of return to the Authority	Loan Item Definition
	4210-99-676-3811	9000-0064	ELECTRONIC COMPONENTS AS					CWI*
	4210-99-725-4263	WD7289-AS-001100113	EXTINGUISHER HYPERBARIC					CWI*
	4220-99-001-7073	E14280	MASK DIVERS					CWI*
	6630-99-457-2042	SA1 SO3 BC91T001	CO2 SENSOR ASSEMBLY					CWI*
	6630-99-912-6581	SA1S17BG78T01	SENSOR HELIUM for STM 1					CWI*
	4820-99-269-4439	103344	Regulator Assembly Calibration Gas					CWI*
	4820-99-598-5956	NB50939/1	VALVE REGULATING FLUID P					CWI*
	4820-99-811-1565	NB50941/4	VALVE SAFETY RELIEF					CWI*
	5630-99-474-4768	9231-7443	SWITCH FLOW					CWI*
	6685-99-877-8024	A4CD 5115 ITEM 008	GAUGE PRESSURE DIAL INDI					CWI*
	4220-99-439-1996	WD7400	Transportable Manned Compression Chamber					CWI*
	6130-99-318-7103	IS 5889/007	CHARGER BATTERY					CWI*
	6615-99-474-8204	103288	Portable Analyser (Analox SUB P MRC)					CWI*
	4220-99-930-8162	E14956	MASK					CWI*
	4810-99-811-1911	NB50940	VALVE SAFETY RELIEF					CWI*
	6685-99-212-8014	IS5889/022	GAGE PRESSURE DIAL INDIC					CWI*
	6630-99-392-1057	SA1S17BG78T02	SENSOR HELIUM STM 2					CWI*
	4820-99-617-9051	WD7236/110COD	REGULATOR COMPRESSED GAS					CWI*

	8145-99-126-2215	WD7300	CONTAINER SUPPORT UNIT					CWI*
	Uncodified spares TBC	TBC	4 x Pallets as per SoW	4	Stores			CWI

Schedule 16 – Rates

Labour rates and profit rate

1. The tables below represent the agreed rates which shall apply to any activities under SoR line items 3 and 6.

Table 1 – Hourly labour rates (fully inclusive, including overheads and profit)

Role Description	Charging Rate (£ ex VAT)							
	FIRM prices			FIXED prices*				
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
						OPTION YEARS		
Project Manager								
Project Engineer								
Commercial Officer								
Document Controller								
Cost Controller								
HSEQ								
Planner								
Independent Safety Advisor (Day Rate)								

* To be priced in accordance with Condition 46.14 – Variation of Price

Table 2 – Profit rate and handling charge

Description	Charging Rate (%)							
	FIRM prices			FIXED prices*				
						Option Years		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Profit rate**	■	■	■	■	■	■	■	■
Materials/servicing handling (inc. ***	■	■	■	■	■	■	■	■

* To be priced in accordance with Condition 46.14 – Variation of Price

** Rate applicable only when purchasing materials and services not already priced under the Contract

*** Rate applicable when purchasing, receiving, handling and/or storing parts, materials and services not already priced under the Contract.

Travel and Subsistence

1. Claims for Travel and Subsistence shall be in accordance with the actual limits listed below, unless the Authority agrees otherwise. The limits listed are inclusive of VAT.
 - a. The Contractor may claim up to a maximum of £100 per night for accommodation
 - b. The Contractor may claim up to a maximum of £5 for lunch and/or £22.50 for an evening meal, including all drinks (excluding alcoholic drinks).
 - c. Any price in excess of these limits will require justification and the approval of the Authority's Commercial Officer.
 - d. For any car journeys made in the performance of the Contract in relation to ad-hoc tasks, the Contractor may claim thirty (30) pence per mile. Claims including vehicle insurance are inadmissible.
2. The above limits for Travel and Subsistence shall remain unchanged throughout the duration of the Contract.
3. In exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Contractor may request reimbursement for short-term car hire to meet specifically the performance of the Contract.
4. For Air, Sea and Rail, wherever possible the Contractor shall use any benefits obtained as a direct consequence of the Contractor's performance under the Contract (e.g. Air Miles) to offset the costs of further travel required in performance of the Contract.

- a. For Air, Sea and Rail Travel, wherever possible the Contractor shall book standard or economy class and wherever possible pre-book tickets to take advantage of reduced advanced fares. The Contractor may only book first/business class tickets where value for money can be demonstrated, for example where first/business class are cheaper than standard fare tickets.
 - b. The Contractor shall retain copies of receipts to support for T&S claims. Copies of receipts shall be provided upon request. The Contractor shall retain receipts in accordance with Condition 17 – Contractors Records.
5. For the avoidance of doubt, any claims for T&S under the Contract shall not include any handling charge or Contractor's profit or have VAT charged more than once.

Business Day

1. 7.5 working hours will constitute a full Business Day.

Schedule 17 - Payment Plan

SOR ITEM	Contract Year	Q1 Payment (£GBP Ex VAT)	Q2 Payment (£GBP Ex VAT)	Q3 Payment (£GBP Ex VAT)	Q4 Payment (£GBP Ex VAT)	TOTAL (£GBP Ex VAT)
1	1					
	2					
	3					
	4					
	5					
	Option year - 6					
	Option year - 7					
	Option year - 8					

Years 4-8 shall be calculated using the Variation of Price formula at Clause 46.14 of the Contract.

For the purposes of managing payments within the CP&F system, two Purchase Orders will be created for each Contract Year; one for the Core element not subject to Performance Payment (column D) and one for the Performance element (column E). Any retention of KPI payments shall be in accordance with Condition 46.3 of the Contract.

A	B	C	D	E		F	G
SOR Item	Contract Year	Total Price (£) per Quarter	Element of Quarterly Price (£) <u>not</u> subject to Performance Payment (80% of price)	Element of Quarterly Price (£) subject to Performance element (20% of price)	YELLOW Retention value (£) per Quarter (5% of price)	AMBER Retention value (£) per Quarter (10% of price)	RED Retention value (£) per Quarter (20% of price)
1	1	████████	████████	████████	████████	████████	████████
	2	████████	████████	████████	████████	████████	████████
	3	████████	████████	████████	████████	████████	████████
	4	████████	████████	████████	████████	████████	████████
	5	████████	████████	████████	████████	████████	████████
	6*	████████	████████	████████	████████	████████	████████
	7*	████████	████████	████████	████████	████████	████████
	8*	████████	████████	████████	████████	████████	████████

*Option Years

Years 4-8 shall be calculated using the Variation of Price formula at Clause 46.14 of the Contract.

Schedule 18 – TUPE

TRANSFER REGULATIONS EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 18, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

(a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;

(b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 18 relating to the employees who are wholly

- or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.
- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 18 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 18 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.
- 2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 18 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or

- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 18.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 18 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Transferring Employees**

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Transferring Employees**

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and

- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
- (i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;
- 2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

- 2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.
- 2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
- (a) any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;

- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.
- 2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority (or a New Provider or any sub-contractor of a New Provider) on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.
- 2.5 **Contracts (Rights of Third Parties) Act 1999**
- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.
- 2.6 **General**
- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 18 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1**CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 2.1.1(b) of this Schedule 18, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT****Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule 18, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 **Personal, Employment and Career**
 - a) Age;
 - b) Security Vetting Clearance;
 - c) Job title;
 - d) Work location;
 - e) Conditioned hours of work;
 - f) Employment Status;
 - g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
 - h) Details of training or sponsorship commitments;
 - i) Standard Annual leave entitlement and current leave year entitlement and record;
 - j) Annual leave reckonable service date;
 - k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
 - l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
 - m) Issue of Uniform/Protective Clothing;
 - n) Working Time Directive opt-out forms; and
 - o) Date from which the latest period of continuous employment began.
 - 1.2 **Superannuation and Pay**
 - a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
 - b) Annual salary and rates of pay band/grade;
 - c) Shifts, unsociable hours or other premium rates of pay;
 - d) Overtime history for the preceding twelve-month period;
 - e) Allowances and bonuses for the preceding twelve-month period;
 - f) Details of outstanding loan, advances on salary or debts;
 - g) Pension Scheme Membership;
 - h) For pension purposes, the notional reckonable service date;
 - i) Pensionable pay history for three years to date of transfer;

- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

Part C

1.7 Information to be provided within 14 days following a Transfer Date:

1.7.1 Performance Appraisal

The current year's Performance Appraisal;
 Current year's training plan (if it exists); and
 Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;
 Cumulative tax paid;
 National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay.

Schedule 19 – Spares Pricing

Schedule 19 Spares Pricing and a list of uncodified spares is attached as a separate document:

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Contract 707549452

Schedule 19 - Spares Pricing

TMCC SPARES

								FIRM PRICE / £ (ex VAT)			FIXED PRICE / £ (ex VAT)					
								EACH			EACH					
								Priced in accordance with Condition 41.14 (VoP)								
LINE ITEM No.	NSC	NSN	DESCRIPTION	Per Year (Estimated)	PART No.	MOQ	LIFED ITEM	DELIVERY TIME (weeks)	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Option Year 1	Option Year 2	Option Year 3
1	4210	99 840 3686	CO2 FIRE EXTINGUISHER	3	2800T0008	1		2								
2	4220	99 001 7073	MASK, DIVERS	13	2680T0001	1		10								
3	4220	99 052 1772	ORAL, NASAL	4	2680T0016	1		4								
4	4220	99 306 4319	FILTER, BACTERIOLOGICAL	120	2680T0006	1	Y	4								
5	4220	99 386 6970	SEAT HOLDER	2	2153T0414	1		4								
6	4220	99 396 1564	HOOD NECK SEAL	20	2680T0003	1		4								
7	4220	99 500 9167	REG VALVE ASSEMBLY	8	2153T0348	1		15								
8	4220	99 609 8741	VALVE PAD	2	2153T0386	1		6								
9	4220	99 930 8162	MASK	2	2680T0004	1		10								
10	4240	99 875 7087	FILTER ELEMENT	80	2155T0029	1	Y	4								
11	4710	99 714 9035	SEAL CO2 SCRUBBER	10	2156T0532	1	Y	4								
12	4720	99 567 7884	MIXED GAS CAL GAS HOSE ASSEMBLY	6	WD7236/100	1		12								
13	4720	99 711 7491	O2 CAL GAS HOSE ASSEMBLY	4	WD7236/90	1		12								
14	4810	99 811 1911	PRESSURE RELIEF VALVE	1	2153T0179	1		32								
15	4820	99 130 3221	SPARES KIT PRESSURE, RVA10 MK26	4	2153T0409	1		32								
16	4820	99 192 1065	STOP VALVE SPARES KIT	2	2153T0410	1		32								
17	4820	99 598 5956	REG VALVE	3	2153T0090	1		32								
18	4820	99 615 2905	SPARES KIT PRESSURE GLP44B MK3	4	2153T0408	1		32								
19	4820	99 696 9745	RELIEF VALVE SPARES KIT	1	2153T0412	1		4								
20	4820	99 777 0434	PRESSURE CONTROLLER SPARES KIT	2	2153T0411	1		32								
21	4820	99 876 0395	VALVE NON-RETURN	10	2153T0121	1		32								
22	4820	99 902 3726	BURSTING DISC	3	2153T0161	12		8								
23	5330	99 591 4053	BONDED SEAL	15	2156T0521	1		4								
24	5330	99 730 5696	SEAL BONDED (SEALING WASHER)	20	2156T0487	1	Y	1								
25	5331	99 832 8315	RING SEALING TOROIDAL	2	WD7200.009	1		8								
26	5331	99 968 2824	RING SEAL TOROIDAL	3	WD7200.008	1		8								
27	5640	99 570 1344	ARMAFLEX, SELF ADHESIVE, SUPPLIED IN 0.5M X 2M X 25MM *	8	101786	1		4								
28	6135	99 812 0878	BATTERY 1.5V	500	2300T0018	10		1								
29	6230	99 302 2142	FLASHLIGHT, WATERTIGHT	20	2800T0006	1		4								
30	6240	99 962 3143	REPLACEMENT LAMP MODULE	13	2333T0365	1		4								
31	6630	99 336 3216	O2 SENSOR - ACBS	70	2605T0007	1	Y	8								
32	6630	99 457 2042	CO2 SENSOR ASSY ACBS	5	2605T0006	1	Y	8								
33	6685	99 212 8014	GAUGE PRESSURE INDICATOR	4	2602T0011	1		8								
34	6685	99 302 0460	PRESSURE GAUGE	6	2616T0022	1		4								
35	6685	99 811 1585	PRESSURE GAUGE	4	2616T0017	1		4								
36	6685	99 831 5979	0 50 DEPTH GAUGE	4	2602T0012	1		6								
37	6685	99 877 8024	PRESSURE GAUGE	2	2616T0023	1		6								
38	6685	99 968 2572	PRESSURE GAUGE	4	2616T0016	1		6								
39	8030	99 917 0027	SEALING COMPOUND (PAINT)	2	104441	1	Y	4								
40	8040	99 663 8460	ADHESIVE	11	102264	1	Y	1								
41	4210	99 725 4263	HYPERBARIC FIRE EXTINGUISHER	20	100113	1		8								
42	6240	99 083 3234	LAMP, INCANDESCENT	20	2333T0321	1		4								
43	5920	99 721 2585	FUSE, 15A	10	2500T0106	5		4								
44	4720	99 595 0530	HOSE ASSEMBLY, NON-METALLIC, Oxy 1	5	IS5889/015	1	Y	12								
45	4720	99 739 4031	HOSE ASSEMBLY, NON-METALLIC Oxy 2	5	IS5889/016	1	Y	12								
46	4720	99 936 3554	HOSE ASSEMBLY, NON-METALLIC Heliox 1	5	IS5889/013	1	Y	12								
47	4720	99 503 8757	HOSE ASSEMBLY, NON-METALLIC HELIOX 2	5	IS5889/014	1	Y	12								

[illegible]

[illegible]

Schedule 20 – Refurbishment, Obsolescence Rectification and Training Pricing

Schedule 20 Refurbishment Pricing is attached as a separate document:

20250227_707549452_TMCC_Schedule 20_Refurbishment Obsolescence Rectification and Training Pricing_OSC

Contract 707549452

Schedule 20 - Refurbishment, Obsolescence Rectification and Training Pricing

TMCC Ship Fit - Refurbishment

LINE ITEM No.	DESCRIPTION	FIRM PRICE / £ (ex VAT) EACH			FIXED PRICE / £ (ex VAT) EACH Priced in accordance with Condition 41.14 (VoP)				
		Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Option Year 1	Option Year 2	Option Year 3
1	Initial Survey as per WP 4.2 of the Statement of Work								
2	Refurbishment in accordance with IMCA D018, Section 4 and Appendix 1 to Annex C of the Statement of Work (Schedule 11)								
3	Issue of Certification in accordance with WP 4.14 of the Statement of Work								
4	Postponement of Examination in accordance with WP 4.17 of the Statement of Work								
5	Factory Acceptance Test in accordance with WP 4.4 of the Statement of Work								
Additional Refurbishment Tasks									
6	Pipework, valves, regulators, and fittings as per 3.2a at Appendix 1 to Annex C of the Statement of Work								
7	Service Lock Door as per 3.2b at Appendix 1 to Annex C of the Statement of Work								
8	Gauges as per 3.2c at Appendix 1 to Annex C of the Statement of Work								
9	External metal work as per 3.2d at Appendix 1 to Annex C of the Statement of Work								
10	Removal and replacement of lifed items as per 3.2e at Appendix 1 to Annex C of the Statement of Work. Priced in accordance with Schedule 19								
11	Removal and refurbishment of external electrical units as per 3.2f at Appendix 1 to Annex C of the Statement of Work								
12	Removal and refurbishment of Environment Conditioning Unit (ECU) as per 3.2g at Appendix 1 to Annex C of the Statement of Work								
13	Armalex repair/painting as per 3.2i at Appendix 1 to Annex C of the Statement of Work - priced per m ²								
14	External painting as per 3.2j at Appendix 1 to Annex C of the Statement of Work								
15	Internal Paintwork as per 3.2k at Appendix 1 to Annex C of the Statement of Work								
16	Engraved labels reuse/replacement as per 3.2m at Appendix 1 to Annex C of the Statement of Work								
17	Supply of 2 Hyperbaric Fire Extinguishers as per 3.2o at Appendix 1 to Annex C of the Statement of Work								
Modifications									
18	Cylinder rack modification as per 4.1a at Appendix 1 to Annex C of the Statement of Work								
19	Bleed panel assembly modification as per 4.1b at Appendix 1 to Annex C of the Statement of Work								
20	Self latching main door modification as per 4.1c at Appendix 1 to Annex C of the Statement of Work								
21	CCBS scrubber canister lanyard as per 4.1d at Appendix 1 to Annex C of the Statement of Work								

Contract 707549452

Schedule 20 - Refurbishment, Obsolescence Rectification and Training Pricing

Containerised - Refurbishment

LINE ITEM No.	DESCRIPTION	FIRM PRICE / £ (ex VAT) EACH			FIXED PRICE / £ (ex VAT) EACH Priced in accordance with Condition 41.14 (VoP)				
		Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Option Year 1	Option Year 2	Option Year 3
1	Initial Survey as per WP 4.2 of the Statement of Work								
2	Refurbishment in accordance with IMCA D018, Section 4 and Appendix 2 to Annex C of the Statement of Work								
3	Issue of Certification in accordance with WP 4.14 of the Statement of Work								
4	Postponement of Examination in accordance with WP 4.17 of the Statement of Work								
5	Factory Acceptance Test in accordance with WP 4.4 of the Statement of Work								
Additional Refurbishment Tasks									
6	Pipework, valves, regulators, and fittings as per 3.2a at Appendix 2 to Annex C of the Statement of Work								
7	Removal and replacement of lifed items as per 3.2b at Appendix 2 to Annex C of the Statement of Work. Priced in								
8	Internal metal work as per 3.2c at Appendix 2 to Annex C of the Statement of Work								
9	Internal electrical galvanised trunking cleaning as per 3.2d at Appendix 2 to Annex C of the Statement of Work								
10	External surfaces as per 3.2f at Appendix 2 to Annex C of the Statement of Work								
11	Internal steel surfaces as per 3.2g at Appendix 2 to Annex C of the Statement of Work								
12	Re-certification as per 3.2h at Appendix 2 to Annex C of the Statement of Work								
13	Engraved labels as per 3.2j at Appendix 2 to Annex C of the Statement of Work								
Modifications									
14	Fitting of stainless-steel electrical input panel and air systems panel as per 4.1a at Appendix 2 to Annex C of the								
15	Air conditioning unit as per 4.1-4.3 at Appendix 2 to Annex C of the Statement of Work								
16	Therapeutic cylinder stowage bay as per 5.1-5.4 at Appendix 2 to Annex C of the Statement of Work								
17	Replacement personnel door as per 6.1 at Appendix 2 to Annex C of the Statement of Work								

Contract 707549452

Schedule 20 - Refurbishment, Obsolescence Rectification and Training Pricing

TMCC Support Unit - Refurbishment

LINE ITEM No.	DESCRIPTION	FIRM PRICE / £ (ex VAT) EACH			FIXED PRICE / £ (ex VAT) EACH Priced in accordance with Condition 41.14 (VoP)				
		Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Option Year 1	Option Year 2	Option Year 3
1	Initial Survey as per WP 4.2 of the Statement of Work								
2	Refurbishment in accordance with IMCA D018, Section 4 and Appendix 3 to Annex C of the Statement of Work								
3	Issue of Certification in accordance with WP 4.14 of the Statement of Work								
4	Postponement of Examination in accordance with WP 4.17 of the Statement of Work								
5	Factory Acceptance Test in accordance with WP 4.4 of the Statement of Work								
Additional Refurbishment Tasks									
6	Pipework, valves, regulators, and fittings as per 3.2a at Appendix 3 to Annex C of the Statement of Work								
7	Gauges as per 3.42b at Appendix 3 to Annex C of the Statement of Work								
8	Removal and replacement of lifed items as per 3.2c at Appendix 1 to Annex C of the Statement of Work. Priced in								
9	Air storage cylinders as per 3.2d at Appendix 3 to Annex C of the Statement of Work								
10	Internal metal work as per 3.2e at Appendix 3 to Annex C of the Statement of Work								
11	Internal electrical galvanised trunking cleaning as per 3.2f at Appendix 3 to Annex C of the Statement of Work								
12	External surfaces as per 3.2g at Appendix 3 to Annex C of the Statement of Work								
13	Internal steel surfaces as per 3.2h at Appendix 3 to Annex C of the Statement of Work								
14	Re-certification as per 3.2i at Appendix 3 to Annex C of the Statement of Work								
15	Engraved labels as per 3.2k at Appendix 3 to Annex C of the Statement of Work								
Modifications									
16	Stainless steel air input panel as per 4.1a at Appendix 3 to Annex C of the Statement of Work								

Contract 707549452
Schedule 20 - Refurbishment, Obsolescence Rectification and Training Pricing

Obsolescence Rectification

LINE ITEM No.	DESCRIPTION	FIRM PRICE / £ (ex VAT) EACH			FIXED PRICE / £ (ex VAT) EACH Priced in accordance with Condition 41.14 (VoP)				
		Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Option Year 1	Option Year 2	Option Year 3
18	AC/BS Rectification Design in accordance with WP 7.1 of the Statement of Work - ONE OFF COST								
19	AC/BS Rectification Implementation in accordance with WP 7.1 of the Statement of Work - EACH								

Contract 707549452
Schedule 20 - Refurbishment, Obsolescence Rectification and Training Pricing

Training

LINE ITEM No.	DESCRIPTION	FIRM PRICE / £ (ex VAT) EACH			FIXED PRICE / £ (ex VAT) EACH Priced in accordance with Condition 41.14 (VoP)				
		Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Option Year 1	Option Year 2	Option Year 3
1	Design of training programme in accordance with Statement of Work (Schedule 11) Section 8 - ONE-OFF								
2	Provision of a training course in accordance with Statement of Work (Schedule 11) Section 8 - EACH								

Schedule 21 – DEFFORM 565 – Supply Chain Resilience and Risk Mapping

Schedule 21 is attached as a separate document:

20250227_TMCC_707549452_Schedule 21_DEFFORM 565-OSC



Ministry
of Defence

DEFFORM 565
(Edn. 08/23)

Supply Chain Resilience and Risk Awareness Mapping Template

1. This DEFFORM is to facilitate supply chain information capture to inform the Authority's Supply Chain Resilience Intelligence Performance (SCRIPT) Tool.
2. This is the starting point for our investment into and understanding of the Defence Supply Chain and those Suppliers who contribute to the widest possible Defence Outputs. To achieve success, we need to assess the Supply Chain down including, where possible, the upstream domain of raw materials. Using a number of vulnerability and fragility metrics, we will conduct continuous analysis and maintain an oversight of all Suppliers in the enterprise to seek out and identify where potentially unforeseen risks may impact us all, the 'Whole Force' of Defence and Suppliers.

3. MANDATED SUBMISSIONS

In accordance with DEFCON 565, Contractors are required to populate the following tabs of this spreadsheet:

- a. Contractor
- b. Tier_1_Subcon(s)
- c. Tier_2_Subcon(s)
- d. Amdt_-_Additional_Subcon(s) - upon changes to the supply chain
- e. Amdt_-_Subcontractor_Removal - upon changes to the supply chain

4. OPTIONAL PROVISION

Submission of further data within these tiers is positively encouraged. The greater the provision of supply chain information, the more effective the tool shall be. It enables the Authority to look cross contract and understand the interwoven complexities that exist across the holistic defence supply chain.

- a. Tier_3_Subcon(s)-Optional
- b. Tier_4_Subcon(s)-Optional

5. Completed DEFFORM 565's should be returned to the SM&RT Team, FAO: SCM Lead at DES Comrcl-SMaRT (MULTIUSER) - DESComrcl-SMaRT@mod.uk

6. It is critical that the commercial sensitivity of the supply chain information is not underestimated. Industry have agreed to provide this information solely for the use of supply chain mapping and it is to be used by MOD only. Contractors shall not be granted access to the tool, nor should they be given access to any of the outputs. This includes any manpower subs, delivery partners, agency staff or similar.

7. You should contact your nominated commercial office in the first instance with any queries.

Contractor Details								Supplier Contact			Factory/Additional Premises Location #1			Factory/Additional Premises Location #2			Factory/Additional Premises Location #3		
Contract Number		<div></div>																	
Full Company Name	Company Registration Number	DUNS number	Address (location contract is to be performed)	Postcode	Country of performance	Description of goods and/or services being delivered	Type of Sourcing	Relevant Supply Chain Representative	Telephone number	Email	Town/City	Postcode	Country	Town/City	Postcode	Country	Town/City	Postcode	Country

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Schedule 22 – DEFFORM 315 – Contract Data Requirement**MINISTRY OF DEFENCE****DEFFORM 315
CONTRACT DATA REQUIREMENT**

1. ITT/Contract Number	2. CDR Number	3. Data Category	4. Contract Delivery Date
707549452	CDR 001	DEFCON 21 (Retention of Records)	Refer to DEFCON 21 and Annex E to Schedule 11
5. Equipment/Subsystem Description		6. General Description of Data Deliverable	
Transportable Manned Compression Chamber Type C – The compression chamber is designed to be fitted to a Ship or in a container with a support unit to be deployed in support of Diving Operations.		There is a full list deliverable plans required from the Contractor within Annex E to the Statement of Work (Schedule 11) The recordable plans are to be kept in MS Office format. Where the Annex stipulates a meeting there will be Minutes for that meeting that are to be retained.	
7. Purpose for which data is required		8. Intellectual Property Rights	
The inclusion of all the contract deliverables in Block 6 for DEFCON 21 will ensure MOD has sufficient information to enable the Freedom of Information. However any of the contract deliverables can be amended, refined, added to or deleted by the project manager or project engineer in accordance with the user requirements.		a. Applicable DEFCONs DEFCON 21 (Edn 2/98) Retention of records. b. Special IP Conditions - NONE	
9. Update/Further Submission Requirements			
The submission of the data is specified within the contract Statement of Work (Schedule 11).			
10. Medium of Delivery		11. Number of Copies	
The format of documents is to be in MS Office format and delivered electronically as per contract deliverables.		A Single copy retained electronically.	

Schedule 23 – DEFFORM 528 – Import and Export Controls

Schedule 23 is attached as a separate document:

20250227_TMCC_707549452_Schedule 23_DEFFORM 528-OSC

GUIDANCE FOR COMPLETION OF DEFFORM 528

For the purposes of this form no prioritisation of importance is implied in the ordering of the following sections.

For the purposes of this form “**Materiel**” means any Materiel (including hardware, information, software and/or services) which is regulated by any Export Control Regulations (e.g. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), etc.).

For the purposes of this form “**Data**” means the information required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of controlled articles. This includes information in the form of blueprints, drawings, plans, instructions, diagrams, photographs, etc. It may take forms such as models, formulae, tables, engineering designs and specifications, manuals and instructions written or recorded on other media or devices such as disk, tape, or read-only memories.

For the purposes of this form “**Service**” means the intangible products such as training, technical support or provision of expertise.

For the purposes of this form “**Part Number**” means the part number of the Materiel that is being supplied under the Contract.

PAGE 1

1a - 1f Provide full correspondence name and address of the supplying organisation.

PAGE 2

SECTION 1

For the purposes of this section of the form, each line item of Materiel listed should be at the level that is or will be managed and transacted within the MOD inventory system.

1a to 1i Identify to the best of your knowledge and belief the part number and NATO or National Stock Number (NSN), Manufacturer Name & Address, CAGE/NCAGE Code (NATO Commercial & Government Entity Code identifier), Country of Origin and Security Classification (Security Policy Framework on Gov.uk).

SECTION 2 - Complete this section if the Materiel is subject to US Trade Controls Regulations

2a Indicate whether the Materiel includes US components, parts, accessories, attachments, systems, software, content or is based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

2b - 2c Enter whether the Materiel exported / transferred is listed on US Munitions List (USML) and if so provide the USML Category Number. This information is covered under defense articles 22 U.S.C. 2778 of the Arms Export Control Act (§120.6), technical data (§120.10), software (120.45(f)) and defense services (§120.9). (Guidance is available on the US Directorate of Defense Trade Controls website at <http://www.pmddtc.state.gov>).

For MOD personnel MOD Policy and Guidance on the application of the ITAR regulations within the MOD can be found in JSP 248 or further support, advice and guidance can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

For Contractor personnel, they should contact their Business Export Compliance Teams for further guidance.

2d Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

2e - 2f Enter whether the Materiel exported / transferred is listed on the Commerce Control List (CCL) and if so provide the Export Control Classification Number (ECCN) listed on the CCL – EAR Part 774, including Materiel that falls into the catch-all categories in the CCL (guidance is available on the Bureau of Industry and Security, US Department of Commerce website at <http://www.bis.doc.gov>). Further support, advice and guidance of the application of the EAR regulations within the MOD can be obtained by contacting the DE&S International Relations Group Email: DES IRG-ASSC-CoE (MULTIUSER) - DESIRG-ASSC-CoE@mod.gov.uk.

2g Indicate whether the Materiel being supplied under EAR is authorised for export to the UK.

2h Details of the EAR Exceptions used.

SECTION 3 - Complete this section if the Materiel is subject to other countries Trade Controls Regulations

3a Indicate whether the Materiel being supplied is not of UK or USA origin, or is it based on, or derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software.

3b Include all references of any applicable authorisations that accompany the Materiel and provide copies to the extent available to you.

SECTION 4 - Complete this section if the Materiel is subject to UK Trade Controls Regulations

4a Indicate whether the Materiel being supplied is derived from or manufactured pursuant to, export controlled technical data, technology, defence services or software for Military use.

4b - 4c Indicate whether the Materiel is listed on the UK Munitions List (UKML) and provide the reference UKML Number .

4d 4e Indicate whether the Materiel being supplied is listed of the UK/EU Dual Use List and if so provide the reference Dual Use Number.

4f Indicate whether the Materiel or Service being supplied is listed as 'No Authorisation Required'.

SECTION 5 - Complete this section if there is an End-Use / End-User Certificate requirement

5a - 5c Indicate whether the Materiel being supplied requires an End-User Certification or Transfer Authority and if so (or being obtained) include copies to the extent available to you.

PAGE 2 - Cell reference descriptors

2a - Does the Materiel originate in USA or contain any US sourced article or technology or have any US Person content contribution, including software?

2b - USML Listed?

2c - USML Category Number:

2d - If answered Yes to 2a and 2b, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset):

2e - CCL Listed?

2f - CCL ECCN:

2g - If answered Yes to 2e is a export authorisation required to export the Materiel to the UK?

2h - Exceptions used:

3a - For Materiel not of UK or USA origin, is an export authorisation required to move the Materiel to the U.K. from the country of origin?

3b - If answered Yes to 3a, please provide export authorisation reference, confirmation it is held or the duration to obtain it and provide a copy of the authorisation supplied by the OEM to the extent available to you (for each asset).

4a - Is the Materiel designed or modified for military use?

4b - UKML Listed?

4c - UKML category number:

4d - Is the Materiel UK/EU Dual Use Listed?

4e - UK/EU Dual Use Number:

4f - Is your product rated as "No authorisation Required"?

5a - For Materiel to be provided by a Contractor to MOD - Is an End-User Certificate required? If Yes MOD to provide.

5b - For Materiel to be provided by MOD to a Contractor - Is re-transfer authority required? If Yes MOD to obtain and the Contractor to provide all reasonable assistance (e.g. DSP-83, TAA).

5c - If answered Yes to 5a or 5b, please provide end-use certificate or re-transfer authority reference(s), confirmation it is held or the duration to obtain it and provide a copy of the authorisation held to the extent available to you (for each asset).

Import and Export Control Information

Contract No.	
1a: Supplier Name	
1b: Address	
1c: City/State	
1d: Post/Zip Code	
1e: Country	
1f: CAGE/NCAGE	

Page 1 - DEFFORM 528 - Edn 02/21

The recipient of the Materiel will require the information below for each item of Materiel supplied . Please record the information for all Contractor Deliverables. Assistance to complete the form will be provided by text prompts in certain cells and can also be found on the Guidance for Completion of Form page. Please use one row per Contractor Deliverable.

Please sign declaration on third tab and return with submission										US Trade Controls Applicable								Other Country Trade Controls Applicable		UK Trade Controls Applicable						End Use Certificate if required yes, attach			
Line item	Product Name 1a	Description 1b	Part Number 1c	NSN Part Number 1d	Manufacturer 1e	Address 1f	CAGE/NCAGE 1g	Country of Origin 1h	Security Classification 1i	2a	2b	2c	2d	2e	2f	2g	2h	3a	3b	4a	4b	4c	4d	4e	4f	5a	5b	5c	Line item
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Declaration	
I certify that the information provided on this DEFFORM 528 is true, complete and accurate to the best of my knowledge. If there is any change that effects the control classification as described on this Form or I become aware of anything that causes the response to no longer be true, complete and accurate, or if any inaccuracies are identified, I will inform the other party in writing as soon as I become aware of such change.	
Printed name	
Position or Job Title Held in Company / MOD	
Address	
E-Mail	
Telephone number	
Signed (Duly authorised person)	
Date of signature	

Please print off this Declaration Sheet and provide a signed copy with your Tender submission

Schedule 24 – DEFFORM 532 – Personal Data Particulars**1 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 DEFFORM 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>████████████████████</p> <p>██████</p> <p>████████████████████</p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>██████████</p> <p>██████████████</p> <p>████████</p> <p>██████████</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>Personal Details of staff and Divers that are to liaise with Contractors this may also occur when contractors liaise with suppliers and detail certain points of contacts at user locations</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>Name, address and staff numbers including rank. Email addresses and on occasions phone numbers.</p>

Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>There is no requirement of this data to be shared</p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p>The processing of personal data will be kept to minimum and only personal data will be shared when there is a requirement to Identify the User, Maintainer and Operator of the TMCC for investigation or technical enquiries into the equipment. This will allow ease of investigation through good communication process.</p> <p>Any personal data will be processed using accredited Office 365 application environment. As such the processing will be subject to technological and organisational controls and measures relevant to the use of that environment, covering managed access control (including log-in) , facilitated by relevant permissions, to assure "need to know" requirement is upheld, completion of mandatory data protection training, provision of data handling instructions, usage limitation and specific retention (including data cleansing) being applied to the data and any other relevant and appropriate controls and measures within the contractors policy to assure the Confidentiality, Integrity and Availability (CIA) of the personal data process.</p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>The personal data for this contract is to be processed electronically when enrolling personnel on courses. Joining instructions are to be sent to units electronically with personal details kept to a minimum and only for course purpose such as name rank and service number for course loading and any certification that is required post course.</p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>It is recommended all suppliers, as a matter of good practice, should achieve compliance with the Cyber Essentials Scheme.</p>

Instructions for disposal of Personal Data	<p>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):</p> <p>There are no specific disposal instructions for the data on this contract due to the nature of the data being processed. It is recommended that any personal data stated on course paperwork is shredded.</p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>N/A Will be in line with contract Award</p>

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

Schedule 24 Annex A – PERSONAL DATA ASPECTS LETTER FOR CONTRACTS INVOLVING THE HANDLING OF OFFICIAL-SENSITIVE PERSONAL DATA

For the personal attention of:

The Tenderers Data Controller

707549452 In-service Support and Obsolescence Rectification of Transportable Manned Compression Chambers (TMCC)

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the Privacy Impact Assessment conducted has identified that this contract involves the requirement to handle UK MOD personal data. This data is subject to the provisions of the Data Protection Act 2018,¹ the Data Handling Review,² and the GovS 007 Security.³ Your attention is also drawn to the specific aspects of personal data handling set out in Industry Security Notices which must be fully implemented.

2. Will you please confirm that:

- a.** This definition of the personal data aspects of the above contract has been brought to the attention of the person directly responsible for the protection of data in this contract.
- b.** The definition is fully understood.
- c.** Measures can, and will, be taken to protect the personal data.
- d.** Any problems in meeting these requirements will be notified to MOD immediately.

Yours faithfully



Copy to:

CIO-Advisor

¹ <https://www.gov.uk/data-protection>

² <https://www.gov.uk/government/publications/data-handling-procedures-in-government>

Contract 707549452
Schedule 24 – Annex A
Personal Data Aspects Letter - Acknowledgement



[REDACTED]
Date: 15 October 2024

[REDACTED]

JFD confirms its understanding of the requirements for Contracts Involving the Handling of Official-Sensitive Personal Data in regards to 707549452 In-service Support and Obsolescence Rectification of Transportable Manned Compression Chambers (TMCC).

Yours faithfully,

[REDACTED]

Schedule 25 – Contract Obligations Matrix

[To be inserted when agreed]