

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices - Tactical

Version 3.0

Between:	Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And:	Scott Aerospace Limited Company Registration Number: 02890968
Signed by:	██████████	Signed by:	██████████
Name (Block Capitals)	██████████	Name: (Block Capitals)	██████████
Date:	30 January 2025	Date:	30 January 2025
Position:	Commercial Executive	Position:	Director
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Contractor Name and Address: Scott Aerospace Limited Westerleigh Business Park, Woodward Ave Bristol BS37 5YS	MINISTRY OF DEFENCE LIFE JACKETS, BUOYANCY AIDS AND FLOTATION DEVICES	Contract No: 710022461-2 (MSS/109 Lot 2) Dated:
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SCHEDULE OF REQUIREMENTS		
ITEM No	DESCRIPTION	PRICE (VAT - Ex)
	In accordance with the detailed requirements set out in the Statement of Requirements (SOR), the ILS Statement of Requirements (ILS SOR) and the Systems Requirements Document (SRD) and the Terms and Conditions, the Contractor shall deliver the Contractor Deliverables defined in Activity 1 to 4	-
1	Activity 1 – Management Fee (see Contract Annex B1)	(See Contract Annex B1)
2	Activity 2 – Procurement and Re-Provisioning	(See Contract Annex B2)
	Activity 2.1 – Procurement (See Contract Annex A1 – Statement of Requirements)	(See Contract Annex B2.1)
	Activity 2.2 – Re-Provisioning Consumable Spares, (See Contract Annex A2 – ILS Statement of Requirements)	(See Contract Annex B2.2)
	Activity 2.3 – Re-Provisioning Permanent Spares (See Contract Annex A2 – ILS Statement of Requirements)	(See Contract Annex B2.3)
3	Activity 3 – Repair (see Contract Annex B3)	(See Contract Annex B3)
4	Activity 4 – Post Design Services and Technical Services (see Contract Annex B4)	(See Contract Annex B4)

THE CONTRACT IS SUBJECT TO THE ATTACHED CONDITIONS

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Part B1. General Conditions

Part B1.1 Defence Conditions

The Parties agree that the following standard conditions shall apply to this Contract in addition to any DEFCONs expressly incorporated in Part B2 (Special Conditions):

DEFCON	Edition	Description
5J	18/11/16	Unique Identifiers
21	06/21	Retention of Records
68	10/22	Supply of Data for Hazardous Articles, Materials and Substances
76	11/22	Contractor's Personnel at Government Establishments
82	06/21	Special Procedures For Initial Spares
90	06/21	Copyright
91	06/21	Intellectual Property Rights In Software Note: Statements of Software deliverables are to be raised on a Case by Case basis for each Task Authorisation Form (TAF) where appropriate
113	02/17	Diversion Orders
117	09/24	Supply of Info for NATO Codification Purposes
127	08/21	Price Fixing Condition for Contract of Lesser Value Note: Applicable to any future amendments <£1M requiring pricing activities.
129	02/22	Packaging (for Articles other than Munitions)
129J	18/11/16	The Use of the Electronic Business Delivery Form
501	10/21	Definitions and Interpretations
503	06/22	Formal Amendments to Contract Note: For the purposes of Clause 1 of DEFCON 503 the Authority's duly authorised representative shall be the Commercial Branch provided in Box 1 of DEFFORM 111 (Appendix to Contract)
507	07/21	Delivery
513	07/24	Value Added Tax
514	08/15	Material Breach
515	06/21	Bankruptcy and Insolvency
516	04/12	Equality
518	02/17	Transfer
520	10/23	Corrupt Gifts and Payment of Commission
522	11/21	Payment and Recovery of Sums Due
524	12/21	Rejection Note: For the purposes of Clause 4 of DEFCON 524, the "period specified" shall be 30 calendar days
524A	12/22	Counterfeit Materiel
525	10/98	Acceptance Note: For the purposes of Clause 1.b of DEFCON 525, the period for Rejection shall be 12 months from delivery or 30 calendar days from first use, whichever is sooner.
526	08/02	Notices
527	09/97	Waiver
528	10/24	Import and Export Licenses Note: For the purposes of Clause 16 of DEFCON 528, the periods are 30 calendar days.

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530	12/14	Dispute Resolution (English Law)
531	09/21	Disclosure of Information
532A	05/22	Protection of Personal Data
534	06/21	Subcontracting and Prompt Payment
537	12/21	Rights of Third Parties
538	06/02	Severability
539	01/22	Transparency
540	05/23	Conflicts of Interest
550	02/14	Child Labour and Employment Law
565	07/23	Supply Chain Resilience and Risk Awareness
566	04/24	Change of Control of Contractor
601	04/14	Redundant Material
602A	04/23	Deliverable Quality Plan
604	06/14	Progress Reports
605	06/14	Financial Reports
606	07/21	Change and Configuration Control Procedure
608	07/21	Access And Facilities To Be Provided By The Contractor
609	07/21	Contractor's Records
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620	06/22	Contract Change Control Procedure
621A	12/21	Transport (if the Authority is responsible for Transport)
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627	04/24	Requirement for a Certificate of Conformity
632	11/21	Third Party Intellectual Rights & Restrictions
637	05/17	Defect Investigation and Liability
642	07/21	Progress Meetings
643	12/21	Price Fixing (Non-qualifying Contracts) Note: Applicable to any future amendments >£1M requiring pricing activities.
644	10/24	Marking of Articles
646	10/98	Law And Jurisdiction (Foreign Suppliers)
647	03/24	Financial Management Information
656B	08/16	Termination for Convenience – over £5M
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671	10/22	Plastic Packaging Tax
694	07/21	Accounting for Property of the Authority
697	11/22	Contractors on Deployed Operations – CONDO
703	06/21	Intellectual Property Rights - Vesting in the Authority
707	10/23	Rights in Technical Data

B1.2 DefStan & Quality Assurance Standards

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The Parties agree that the standards applicable to this Contract shall include but not be limited to the following:

Standard	Description
AQAP 2105	NATO Requirements for Deliverable Quality Plans Edition C version 1 January 2019
AQAP 2110	Edition D Section 5.4.12. - NATO Quality Assurance Requirements for Design, Development & Production
DEFSTAN 00-051	Environment Management Requirements for Defence Systems
DEFSTAN 00-052:2019,	Issue 5 - The General Requirements for Product Acceptance and Maintenance Test Specifications and Test Schedules
DEFSTAN 00-056	Part 2, Issue 5 - Safety Management Requirements for Defence Systems
DEFSTAN 02-40	Requirements for the Preparation of Technical Publications
DEFSTAN 02-617	Design Guide and Requirements for Equipment to Achieve a Low Magnetic Signature
DEFSTAN 05-057	Issues 6 & 8 - Configuration Management of Defence Materiel
DEFSTAN 05-061 Part 4	Quality Assurance Procedural Requirements - Contractor Working Parties
DEFSTAN 05-099	Managing Government Furnished Equipment in Industry
DEFSTAN 05-129: 2013	Rev. 15 - Contractors on Deployed Operations (CONDO) Processes and Requirements
DEFSTAN 05-135	Issue 2 - Avoidance of Counterfeit Material
DEFSTAN 05-138	Cyber Security for Defence Suppliers
DEFSTAN 81-41	Pts. 1 thru' 6 - Packaging of Defence Materiel
DEFSTAN 81-130: 2010	The Transportation, Handling, Storage and Packaging of Magnetically Sensitive Equipment

B1.3 Defence Forms

- 1.1. In this Contract, references to Defence Forms (DEFFORMs) shall mean the latest version of that document available.

DEFFORM	Edition	Description
68	09/22	Hazardous Articles, Materials or Substances Statement by the Contractor
111	10/22	Appendix – Addresses and other Information
177	06/21	Design Rights and Patents (Sub-Contractors agreement)
539A	01/22	Tenderers Commercially Sensitive Information Form
539B	01/22	Publishable Performance information
711	11/22	Notification of Intellectual Property Rights (IPR) Restrictions

Part B2. Special Conditions

1. Definitions and Interpretations

- 1.2. In addition to the provisions of DEFCON 501 (Definitions and Interpretations), the following words and expressions shall apply to this Contract:

Applicable Law	Any applicable law, common law, legislation, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court or delegated or subordinate legislation, and any applicable official request or requirement with which the relevant Party is bound to or is accustomed to complying.
Articles	Equipment and / or artefacts demanded by the Authority through the provisions of the Contract.
Authority Disclosed Data	"Authority Disclosed Data" means information relating to the Authority, the Contractor or the Contractor Deliverables disclosed to the Contractor or a Contractor Related Party including: (a) the Contract Notice; (b) the Pre-Qualification Questionnaire; (c) information, data and documents disclosed during the tendering process; and (d) the Clarification Responses.
Authority Related Party	An officer, employee, representative of the Authority, agent, adviser or contractor of the Authority or member of the UK armed forces (in each case acting in such capacity), other than the Contractor and Contractor Related Parties.
Background Information	Any Information not generated in the performance of this Contract.
Business Day	Any day excluding Saturdays, Sundays and public and statutory holidays in England and Wales.
Clarification Responses	Answers, updates and other clarifications provided by the Authority to the Contractor during the tendering process.
Commencement Date	The date of inception of the Contract by the Contractor signing a DEFFORM 8 and returning it to the Authority as an acceptance of offer.
Contractor	The person who, by the Contract, undertakes to supply the Spares and/or perform the Services 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 Representative(s)	The Contractor's employees, agents and subcontractors.

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Contractor Related Party	means one or more of: (a) an officer, employee, representative, agent or adviser of the Contractor; (b) a member of the Contractor's Group; (c) a Sub-contractor and any further sub-contractor of any tier; and (d) an officer, employee, representative, agent or adviser of a Sub-contractor.
Control Copy	As set out in Clause 35
Controlled Information	Any information which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is stated to be 'Responsibility Information'.
Contracting, Purchasing & Finance (CP&F)	The Authority's Contracting, Purchasing & Finance (CP&F) electronic procurement system.
Contract Year	365 days commencing on the Contract Commencement Date and repeating until the Contract expiration.
Defence Conditions	The conditions listed in Part B.1.1
Defence Standards	Defence Standards set out processes and procedures that could be injurious to health if adequate precautions are not taken. Adherence to those processes and procedures in no way absolves users from complying with legal requirements relating to Health and Safety at Work. This standard has been devised solely for the use of the MOD and its contractors in the execution of contracts for the MOD.
EU Public Procurement Regime	The Defence and Security Public Contracts Regulations 2011 or the Public Contracts Regulations 2015 as appropriate and as amended from time to time.
EU Treaties	The Treaty on the establishment of the European Union and the Treaty on the Functioning of the European Union as amended from time to time.
Exit Plan	The Exit Management Plan at Annex K
Expiry Date	The date which is Five (5) years from the Commencement Date. This could be extended to Six (6) or Seven (7) years depending on the Option period being agreed between both parties.
Firm Price	A price agreed which is not subject to variation.
Firm Rates	A rate agreed for the Services delivered under Activity 4 (Post Design and Technical Services) which is not subject to variation.
First Demand	The first instance of the Authority placing a demand for Contractor Deliverables which were not priced prior to the Contract Commencement Date.
First Demand Articles	The Contractor Deliverables which are the subject of a First Demand.

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Fixed Price	A price that is subject to change in accordance with the provisions of Variation of Price.
Foreground Information	Any Information which is generated in performance of this Contract.
Good Industry Practice	The exercise of such degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced person seeking to comply with his contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably apply to or to be expected from that person, complying with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Contractor or any sub-contractor.
Government Furnished Equipment	Any Issued Property provided to the Contractor in accordance with DEFCON 611.
Government Quality Assurance Representative	An individual, or organisation, approved and registered by the MOD Quality Assurance Authority (QAA) to undertake tasked Government Quality Assurance surveillance on contracts/subcontracts placed in the UK.
Information	Any information scientific, technical or otherwise irrespective of the manner in which it is presented including in the form of software and whether or not it is protected or capable of protection as Intellectual Property.
Intellectual Property	Patents, utility models, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; database and topography rights; confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.
Item	A component, part, consumable, assembly or equipment that is a constituent part of an Article.
Lead Time	The period between placement of an order and delivery of an Article.
New Provider	A third party or parties contracted (or to be contracted) by the Authority to carry out services and/or works similar to the Contractor Deliverables after Contract Expiry Date or termination.
Party	The Authority or the Contractor.
Performance Regime	The KPI management regime set out in Annex C7 (Key Performance Indicators (KPI's) and Performance Indicators (PI's))
Quality Plan	A plan which meets the requirements of AQAP 2105 and is in accordance with Annex A1 and A2 (SOR and ILS SOR).
Quarterly Mean days Late	As detailed within Annex A Statement of Requirements (SOR)
Repair Price	A one-off Firm Price for repair of a specific Article.

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Repair Purchase Order (RPO)	An Authority-generated demand for Strip, Survey & Repair (SS&R) of Articles raised through CP&F.
Repair Turnaround Time	The Lead Time for repair of a specific Article following a Strip & Survey, commencing upon receipt by the Contractor of an RPO for the SS&R of the Article and ending on the date upon which the Contractor delivers the Article(s) Ex-Works (EXW) in accordance with DEFCON 507.
Repair Mean Overrun	As detailed within Annex A Statement of Requirements
Ships Staff	Royal Navy personnel assigned and/or embarked on a Royal Navy surface or submarine vessel.
Standard Purchase Order (SPO)	An Authority-generated demand for supply of Articles raised through CP&F.
Strip & Survey	The activity of the Contractor stripping down, inspecting and examining an Article to determine the existence and extent of damage and/or degradation to the Article.
Stripped, Surveyed & Repaired (SS&R)	The activity of the Contractor carrying out a Strip & Survey of an Article followed by the subsequent repair of the Article.
Task Approval Form	The form at Annex I used by the Authority to request Contractor Deliverables under this Contract in accordance with Clause 27
Term	As set out in Clause 2 (Contract Term).
Variation of Price	As set out in Clause 29 (Variation of Price).

Abbreviations

AQAP	Allied Quality Assurance Publications
BER	Beyond Economic Repair
CE	Conformité Européene (European Conformity)
COC	Certificate Of Conformity
CONDO	Contractors on Deployed Operations
CP&F	Contracting, Purchasing & Finance
DEFCON	Defence Condition
DEFFORM	Defence Form
DEFSTAN	Defence Standard
DSPCR	Defence and Security Public Contracts Regulations
Edn	Edition
EU	European Union
GFA	Government Furnished Assets
GFE	Government Furnished Equipment
GQAR	Government Quality Assurance Representative

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IEC	International Electrotechnical Commission
IP	Intellectual Property
IPR	Intellectual Property Rights
ISO	International Organization for Standardization
ITN	Invitation To Negotiate
KPI	Key Performance Indicator
LRU	Line-Replaceable Unit
MOD	UK Ministry Of Defence
NATO	North Atlantic Treaty Organisation
NSC	NATO Supply Code
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
OMP	Obsolescence Management Plan
ONS	Office for National Statistics
OSD	Out of Service Date
PCR	Public Contracts Regulations
PHS&T	Packaging, Handling, Storage and Transportation
PI	Performance Indicator
PDS	Post Design Services
QA	Quality Assurance
QMS	Quality Management System
QPI	Quality Performance Indicators
S&S	Strip & Survey
SME	Subject Matter Expert
SOQR	Statement of Quality Requirements
SOR	Statement of Requirements
ILS SOR	Integrated Logistics Support Statement Of Requirements
SPOC	Single Point(s) Of Contact
SQEP	Suitably Qualified and Experienced Personnel
SS&R	Strip, Survey & Repair

2. **Contract Term**

- 2.1. Subject to the provisions of any right of early termination of this Contract, the Term of this Contract shall be five (5) years with two (2) sequential Options of one (1) additional year each, unless otherwise extended by mutual agreement:

Initial Term shall commence upon the Contractor's dated signature of the Contract and continue for a period of five (5) years

Option 1 shall increase "the Term" by one year following the Initial Term if taken up

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Option 2 shall increase “the Term” by one year following Option Year 1 if taken up

- 2.2 In the event that the Authority takes up an Option, the Contractor will be informed six months prior to the Expiry Date of the contract. It is understood by the Contractor that the Authority is under no obligation to take up such an Option.
- 2.3 No Contract expiry or termination shall release any party from rights or liabilities that have accrued prior to such expiration of termination.
- 2.4 All work authorised during the Contract Term shall be satisfied in full even when such delivery date is beyond the Expiry Date, unless otherwise agreed in writing by the Authority's Commercial Officer. The Contractor is required to notify the Authority's Commercial Officer of any work outstanding at the end of the Term pursuant to Clause 42 (Exit Plan) to allow the Authority to consider completion of any activity post Contract Term. This Clause 2.4 shall endure beyond the expiry of the Contract.

3. **Entire Agreement**

- 3.1 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**

- 4.1 Subject to Clause 4.4, the Contract shall be considered as a contract made in England and subject to English Law.
- 4.2 Subject to Clause 4.4 and DEFCON 530 (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.
- 4.3 Subject to Clause 4.4 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.
- 4.4 If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendment shall apply to the Contract:

(1) Clause 4.1, 4.2 and 4.3 shall be amended to read:

- 4.1 The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
- 4.2 Subject to DEFCON 530 (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.
- 4.3 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

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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 of DEFCON 530 shall be amended to read:

“40.b In the event that the dispute or claim is not resolved pursuant of DEFCON 530 Dispute Resolution 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.

4.5 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.

4.6 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.

4.7 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 of Documents**

5.1. If there is a conflict or inconsistency between any of the terms in the main body of this Contract and the Annexes or between any of the Annexes, the following order of precedence shall apply to resolve that conflict:

- a. The Special Conditions;
- b. The Defence Conditions;
- c. Annex A1 - Statement of Requirements (SOR)
- d. Annex A2 - ILS Statement of Requirements (ILS SOR)
- e. Annex A3 - System Requirement Document (SRD)
- f. All remaining Annexes and Appendices.

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- 5.2 Where there is a conflict or inconsistency between any of the standards included in the Contract, the order of precedence shall be:
- a. Allied Publications and NATO Standards;
 - b. Defence Standards;
 - c. British Standards and International Standards;
 - d. All remaining reference standards.
- 5.3. If a Party becomes aware of any inconsistency within or between the documents referred to in Clause 5.1 above, such Party shall promptly notify the other and the Parties will seek to resolve such inconsistency, provided that if either Party considers the inconsistency to be material, then the matter shall be determined in accordance with DEFCON 530 (Dispute Resolution).
- 5.4. The Contractor shall not seek to limit its obligations or liability under this Contract by imposing, incorporating or relying on its (or its sub-tier suppliers) conditions of sale whether or not such conditions may be printed on or included in documentation (including order acknowledgements and in comments fields) provided to the Authority and shall indemnify the Authority for any and all costs, claims, liabilities, demands arising from such conditions of sale.

6. Formal Amendments to the Contract

- 6.1. In addition to the provisions of DEFCON 503 (Formal Amendments to Contract) and DEFCON 620 (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 any employee or servant of the Authority) shall in any way:
- a. affect the rights of the Authority; or
 - b. modify, affect, reduce or extinguish the obligations and liabilities of the Contractor under the Contract; or
 - c. be deemed to be a waiver of rights of the Authority unless made in writing and signed by the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix M to Contract) as the duly Authorised Representative of the Authority.
- 6.2. The Authority shall have no liability for any work undertaken by the Contractor, which is the subject to an amendment, prior to the conclusion of any amendment in accordance with DEFCON 503 and DEFCON 620.

7. Changes to Specifications

- 7.1 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.
- 7.2 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.

Parties Rights And Obligations

8. Third Party Rights

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- 8.1 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.

9. **Obligations of the Authority**

- 9.1. The Authority shall comply with all Applicable Laws in the performance of its obligations under this Contract.
- 9.2. The Authority gives no guarantee as to the amount of work to be provided, or the value of orders, taskings, demands or otherwise and Task Authorisation Forms (TAFs) to be placed under the Contract nor is it obliged to provide the Contractor with any orders, taskings or demands.

10. **Obligations of the Contractor**

- 10.1 The Contractor shall provide the Contractor Deliverables to the Authority in accordance with:
- a. Part A Schedule of Requirements;
 - b. all applicable standards in Part B1 - General Conditions, and Part B2 - Special Conditions;
 - c. the requirement as defined within Annex A – Statements of Requirements and all Annexes and Appendices to this Contract; and
 - d. Schedule of Prices at Annex B Pricing Schedule;
 - e. any associated order or TAF which shall be in the format in Annex I.

11. **Standards of Performance**

- 11.1 The Contractor shall (and the Contractor Related Parties shall) provide the Contractor Deliverables in compliance with:
- all Applicable Laws;
 - Good Industry Practice;
 - any applicable Standards set out in the relevant order or Task Authorisation Form (TAF).

12. **Contractor Related Parties**

- 12.1. The Contractor shall at all times remain directly liable to the Authority for the due and proper performance of its obligations under this Contract and shall be responsible and liable for the acts and omissions of the Contractor Related Parties in relation to this Contract and the Services as if they were the acts and omissions of the Contractor.
- 12.2. Without limitation in respect of its actual knowledge, the Contractor shall for all purposes of this Contract be deemed to have such knowledge in respect of the Contractor Deliverables and other obligations under this Contract as is held (or ought reasonably to be held) by any Contractor Related Party.

13. **Authority Related Parties**

- 13.1. Subject to the provisions of this Contract, the Authority shall be responsible and liable for the acts and omissions of the Authority Related Parties as if they were the acts and omissions of the Authority.

14. **Authority Disclosed Data**

14.1. Subject to Clause 18 (Fraudulent Statements):

- a. the Authority does not make any representation or give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for any purpose of any of the Authority Disclosed Data; and
- b. neither the Authority nor any Authority Related Party shall be liable to the Contractor in contract, tort (including the tort of negligence) or for breach of any statutory duty or otherwise as a result of:
 - i. any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the Authority Disclosed Data; or
 - ii. any failure to make available to the Contractor any materials, documents, drawings, plans or other information relating to the Contract or the competition.

15. **Contractor's Due Diligence**

15.1. On entering into this Contract, the Contractor agrees it has been given an opportunity to carry out a review and investigation of the documents provided during the tendering process and the Clarification Responses, and shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) as a consequence of:

- a. any information not being provided in the tendering process or the Clarification Responses where such information is not material;
- b. any fact or circumstance that has been fairly disclosed during the tendering process or the Clarification Responses;
- c. any fact or circumstance which the Contractor, or its agents or advisers were, or ought reasonably to have been, aware of as a result of the tendering process or the Clarification Responses; or
- d. any fact or circumstance which a Tenderer, acting in accordance with Good Industry Practice, would have been aware of having made reasonable due diligence enquiries.

16. **No Relief**

16.1. Subject to Clause 18 (Fraudulent Statements), the Contractor shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) on the basis that it has relied upon any information, whether obtained from the Authority, Authority Related Party or other third party.

17. **Publicity and Communications with the Media**

17.1 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.

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18. **Fraudulent Statements**

- 18.1. Nothing in this Contract shall exclude any liability which the Authority would otherwise have to the Contractor for statements made fraudulently or fraudulent omissions to make statements prior to the date of this Contract.

19. **Key Personnel**

- 19.1 The Contractor shall ensure that Key Personnel fulfil the Key Roles for the Contract Term.
- 19.2 The Authority may identify further roles as being Key Roles during the Contract Term. Following agreement of these additional Key Roles with the Contractor, these personnel shall become Key Personnel.
- 19.3 The Contractor shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:
- a. requested to do so by the Authority;
 - b. the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - c. the person's employment or contractual arrangement with the Contractor or a Sub-contractor is terminated for material breach of contract; or
 - d. the Contractor obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).
- 19.4 The Contractor shall:
- a. notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Contractor shall ensure appropriate temporary cover for that Key Role);
 - b. ensure that any Key Role is not vacant for any longer than 10 Business Days, unless otherwise agreed with the Authority's Commercial Officer;
 - c. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the personnel's employment contract, this will mean at least 60 Business Days' notice;
 - d. ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
 - e. ensure that any replacement for a Key Role:
 - i. has a level of suitable qualifications and experience appropriate to the relevant Key Role; and
 - ii. is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

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20. **Change of Control of Contractor**

20.1 The Contractor shall notify the Representative of the Authority as detailed in Box 1 of the the DEFFORM 111 (Appendix to Contract) at Annex M to the Contract, 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.

20.2 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: DefComrclSSM-MergersandAcq@mod.gov.uk

20.3 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.

20.4 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 20.1. The Authority shall act reasonably in exercising its right of termination under this Condition.

20.5 If the Authority exercises its right to terminate in accordance with clause 20.4 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 20.5 must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

20.6 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

21. **Progress Reporting**

21.1. **Progress Reporting**

The Contractor shall provide progress reports in accordance with DEFCON 604 (Edn 06/14) (Progress Reports) as stated within the SOR at Annex A1 and ILS SOR at Annex A2, to establish the nature and the progress of the supply of Articles and /or Services being provided under the Contract and any order(s).

21.2 **Progress Meetings**

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The Contractor shall attend progress meetings at the frequency or times (if any) specified in Annex A1 – Statement of Requirements (SOR) and Annex A2 – ILS Statement of Requirements (ILS SOR), and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.

22. **Quality Assurance**

- 22.1. The Contractor shall comply with the Quality Assurance Standards and Conditions and the quality management requirements detailed in Annex A1 – Statement of Requirements (SOR) and Annex A2 – ILS Statement of Requirements (ILS SOR).

23. **Safety Management**

- 23.1 The Contract will undertake Safety Management in accordance with the Safety Management requirements detailed in Annex A1 – Statement of Requirements (SOR) and Annex A2 – ILS Statement of Requirements (ILS SOR).

24. **Environmental Management**

- 24.1 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.

25. **UKCA (UK Conformity Assessed) marking**

- 25.1 The Contractor shall comply with the UKCA (UK Conformity Assessed) marking for goods delivered in Great Britain (England, Wales and Scotland) and for goods delivered in Northern Ireland, which require the CE marking or UKNI marking. Where Articles comply with the UKCA (UK Conformity Assessed) marking the Contractor shall either mark the Articles with the appropriate UKCA marking or identify on appropriate delivery paperwork. Where the Article is exempt from the UKCA (UK Conformity Assessed) the Contractor shall notify the Authority in writing prior to delivery.

26. **Supply of Contractor Deliverables and Quality Assurance**

- 26.1 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.
- 26.2 The Contractor shall:
- a. comply with any applicable quality assurance requirements specified in Annex A1 – Statement of Requirements (SOR) and Annex A2 – ILS Statement of Requirements (ILS SOR), in providing the Contractor Deliverables; and
 - b. discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- 26.3 The provisions of Clause 26 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- 26.4 The Contractor shall:

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- a. 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;
- b. 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
- c. 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.

27. Warranty

- 27.1 The Contractor warrants that their products will be free from manufacturing defects for a period of twenty four (24) months from date of purchase. The defective product(s) will be repaired or replaced as per the definition and guidelines noted herein.
- 27.2 Once a valid defective product is reported the Contractor shall refer the warranty claim to the supply chain sub-contractor using the following process and the Contractor shall reply to the Authority within 10 working days upon receipt of a warranty claim to agree next steps;

Procedure for Reporting Defective Product

- 27.3 Report of defective product:
Report of defective product must be done within the warranty period. The sub-contractor assumes the customer shall provide as much detail as possible in describing the problem.
- 27.4 Report investigation:
Upon notification of defective product, the sub-contractor will launch an internal investigation into the claim and will report back to the client in writing.
- 27.5 Return of product:
In the event the product is found to be defective due to a manufacturing process the sub-contractor will, upon its sole discretion, replace or repair the defective components. The timeline for replacement will be advised per claim and shall be within a reasonable time frame to be agreed with the customer.
- 27.6 Shipping of defective product:
The sub-contractor will return the replacement product to the same destination as per the client's original order. Delivery shall be in accordance with the contract terms.

Tasking Pricing and Performance

28. Tasking Process

- 28.1. Ad-hoc engineering support may be initiated by the Authority in accordance with the procedures stated in Annex A2 – ILS Statement of Requirements (ILS SOR).
- 28.2. The Contractor shall not commence the Ad-hoc engineering support until the Authority has raised and issued to the Contractor a Standard Purchase Order and the Contractor has acknowledged and accepted it.

29. Pricing

Activity 1: Management

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- 29.1. Firm prices for Activity 1 shall be as detailed in Annex B1 to the Contract. Prices for Years 1 to 3 are Firm Prices and are not subject to variation in any respect. Prices for Contract Years 4 to 7 shall be calculated for each year in accordance with Special Condition 30 (Variation of Price) and calculated from the baseline of Year 1.

Activity 2: Procurement and Re-Provisioning

- 29.2. Prices for Activity 2 are set out at Annex B2 of the Contract. Prices for Years 1 to 3 are Firm Prices and are not subject to variation in any respect. Prices for Contract Years 4 to 7 shall be calculated for each year in accordance with Special Condition 30 (Variation of Price) and calculated from the baseline of Year 1.

Activity 3: Repair

- 29.3. Firm Prices for each 'Strip, Survey and Repair' are set out Annex B3 of the Contract. Prices for Year 1 are Firm Prices and are not subject to variation in any respect. Prices for Contract Years 2 to 7 shall be calculated for each year in accordance with Special Condition 30 (Variation of Price) and calculated from the baseline of Year 1.
- 29.4. The Firm Price agreed for each 'Strip, Survey and Repair' as stated in Annex B3 shall be the total price payable by the Authority for all work required to affect the repair, irrespective of the condition or completeness of the Article when received by the Contractor; but subject to the ILS SOR at Annex A2.
- 29.5. Firm Prices for each 'Strip, Survey and BER' are set out Annex B3 of these Terms and Conditions. Prices for Year 1 are Firm Prices and are not subject to variation in any respect. Prices for Contract Years 4 to 7 shall be calculated for each year in accordance with Special Condition 30 (Variation of Price) and calculated from the baseline of Year 1.
- 29.6. The Firm Price agreed for each 'Strip, Survey and BER' as stated in Annex B3 shall be the total price payable by the Authority for all work required to affect the Strip and Survey with Disposal or articles which are deemed to be BER, being undertaken at not additional cost to the Authority, irrespective of the condition or completeness of the Article when received by the Contractor.

Activity 4: Post Design Services and Technical Services

- 29.7. Tasking Firm Rates and Firm Travel and Subsistence Rates are set out at Annex B4 of these Terms and Conditions. Such rates are Firm Rates and are not subject to variation in any respect during this period.
- 29.8. At the request of the Authority, the Contractor shall submit Firm Prices in respect of Activity 4 (Post Design Services and Technical Services) tasking requirements agreed between the Parties.
- 29.9. Such Firm Prices shall be submitted in accordance with the timescales set out in the Performance Indicators included in the ILS SOR at Annex A2 from the date of the Authority's request and shall be priced in accordance with the tasking Firm Rates detailed at Annex B4 hereto. For clarity, the tasking Firm Rates at Annex B4 include the rate of profit to be applied to the cost of a task and as such the price generated using the tasking Firm Rates will be a Firm Price that includes profit.
- 29.10. The Contractor shall ensure that full price breakdowns and explanations associated with sub-contract costs are included with each TAF submitted for repair/refurbishment work.

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- 29.11. Under no circumstances shall the tasking mechanism under Activity 4 be used to provide prices for, or as a means of receiving payment for, the provision of Articles and Services that are not reasonably defined as being, or being part of, Post Design, Technical Services, or as otherwise defined within the ILS SOR at Annex A2.

Unpriced Items

- 29.13 In the event that during the Contract term, the Authority requires any additional Articles from those contained in Annex A (Statements of Requirements) and Annex B (Pricing Schedule), the Authority may request a quotation from the Contractor. Any additional articles may then be added to the Contract in accordance with Clause 6 (Formal Amendment to Contract).
- 29.14 The Contractor agrees to provide Firm Prices (excluding VAT) at the request of the Authority for Unpriced items. The Contractor shall obtain a minimum of 3 quotations from alternative sources of supply and provide the best price option to the Authority within 20 Business Days of any such request from the Authority, or such other time as mutually agreed between the Parties. The submitted price is to include the Contractor's mark-up and profit as detailed within Annex B (Pricing Schedule). Where there is a single source of supply, or where a single bid is received, the Contractor will submit a price together with a breakdown of the price in accordance with the following:
- DECON 127 where the total estimated value of orders for the article is less than £1M
 - DECON 643 where the total estimated value of orders for the article is equal to or greater than £1M

30 Variation of Price

- 30.1. Firm Prices, Firm Tasking Rates and Firm Travel and Subsistence Rates are set out at Annex B of these Terms and Conditions. Such Prices and Rates are Firm for Years 1 to 3 and are not subject to any variation in any respect during this period. For Years 4 to 5 and any Option Years, Firm Prices and Rates for each Year shall be calculated as follows:

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

Where:

V represents the variation of price.

P represents the Firm Price as stated in Annex B for Year 1 of the Contract.

a represents the Non Variable Element (NVE) which shall be 10%.

b represents the Variable Element which shall be 90%.

$a+b=1$

O represents the index G6SN – Textiles for Domestic Market (PPI INDEX OUTPUT DOMESTIC – C13 Textiles 2015=100)

O₀ represents the monthly average of index G6SN

for the base period [average of the 12 months immediately prior to the start date of the contract]

O_i represents the monthly average of index G6SN across the financial year prior to the period for which variation is being added.

- 30.2 For the purposes of this Contract a variation modifier can be derived by completing the operation $(a+b(O_i/O_0))$. This variation modifier shall then be applied to each Firm Price in Annex B hereto to calculate Article and Repair prices for Years 4 to 7 of the Contract.
- 30.3. The Indices referred to in Clauses 30.1 and 30.2 above shall be taken from the following Tables as published by the Office for National Statistics:

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For index G6SN – Textiles for Domestic Market (PPI INDEX OUTPUT DOMESTIC – C13 Textiles 2015=100)

- 30.4. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for the Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the Term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- 30.5. 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.
- 30.6. 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 shall then be applied.
- 30.7. 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.
- 30.8. 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.
- 30.9. 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.

31. Performance Management

- 31.1. The performance of the Contractor in providing the Contractor Deliverables shall be monitored throughout the duration of the Contract through the use of the Key Performance Indicators (KPIs) and Performance Indicators (PIs) in accordance with Annex C (Key Performance Indicators (KPI's) and Performance Indicators (PI's) of the Contract.
- 31.2. For the Contractor shall record all Purchase Order Lines placed under the Contract using the Inventory and Financial Reporting report at Annex D1 (Inventory and Financial Reporting) to the Contract. This annex will comprise the base data for the completion of Annex D2 (Performance Management Record) of the Contract
- 31.3. The Contractor will record their performance against each Key Performance Indicator (KPI) and Performance Indicator (PI) detailed at Annex C (Key Performance Indicators (KPI's) and Performance Indicators (PI's) to the Contract, by completing the Performance Management Record (PMR) at Annex D2 to the Contract. These records shall be monitored by the Contractor

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and submitted as part of the monthly Progress Report no later than five Business Days after the end of each month during the Term, for review and agreement by the Authority.

- 31.4. Should a KPI or PI be reported at the 'Red' performance measure the Contractor is to submit a Recovery Plan as part of the next monthly Progress Report. Progress against the Recovery Plan will be reported in each monthly Progress Report and reviewed at the monthly Progress and Performance Review Meetings until the Contractor's level of performance achieves the 'Green' performance measure.
- 31.5. Recovery Plans shall include as a minimum:
- A description of the delay including an explanation of the cause of the delay;
 - Any resultant impacts on future deliveries or performance;
 - Actions to be taken in order to achieve a sustainable 'Green' level of performance; and
 - A schedule for the implementation of the actions and the achievement of a 'Green' level of performance
- 31.6. For the purposes of this Contract, non-performance of an approved recovery plan shall be deemed to be continuous poor performance. The Authority shall, without limiting any of its other rights and remedies, be entitled to exercise at its sole discretion its right to terminate in accordance with DEFCON 514.
- 31.7. The Contractor shall provide Financial Management Information to the Authority as detailed in Annex A of DEFCON 647. The Contractor shall provide this Financial Management Information in the format at Annex B of DEFCON 647 to support this Contract monthly..

32. Performance Related Management Fee and Key Performance Indicators

- 32.1 Effective Performance Management is essential to the delivery of the Requirements, and therefore a Performance Related Management Fee mechanism will be applied to this Contract. For the purposes of Performance Management, the following elements are considered key:

KPI 1 – Quality - Right First Time
KPI 2 - Timeliness of Deliverables
KPI 3 - Quality Assurance and Quality Management System

- 32.2 Performance against these activities will be monitored and measured against the Key Performance Indicators (KPIs) detailed at Annex C (Key Performance Indicators (KPI's) and Performance Indicators (PI's).

- 32.3 The following mechanism shall apply:

- The management fee will be adjusted to reflect the level of performance under the contract;
- For each KPI, where a Performance Level lower than "Green" (Satisfactory) is achieved, a reduction will be applied to the Management Fee. The reductions to be applied shall be as follows:
 - KPI 1 – Quality - Right First Time**

No Reduction	"Green" (Satisfactory) Performance
2.5% Reduction	"Amber" (Approaching Target) Performance
5% Reduction	"Red" (Inadequate) Performance
 - KPI 2 – Timeliness of Deliverables**

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No Reduction	"Green" (Satisfactory) Performance
1.5% Reduction	"Amber" (Approaching Target) Performance
3% Reduction	"Red" (Inadequate) Performance

iii. **KPI 3 – Quality Assurance and Quality Management System**

No Reduction	"Green" (Satisfactory) Performance
1% Reduction	"Amber" (Approaching Target) Performance
2% Reduction	"Red" (Inadequate) Performance

- c. Performance against the KPIs will be measured on a monthly basis, with the Management Fee to be paid being calculated in accordance with of the level of performance achieved against all KPIs for each respective month.
- d. For clarity, in the following example, a total reduction of 3.5% would be applied to the Management Fee for June 2025.

Calendar Month: June 2025
Performance Levels achieved by KPI:

KPI 1	"Green"	0%	No Reduction applicable
KPI 2	"Amber"	1.5%	Reduction to be applied
KPI 3	"Red"	2%	Reduction to be applied
Total Reduction		3.5%	

33. **Performance Levels**

- 33.1. All Purchase Order lines, and their associated quantities, issued by the Authority shall be delivered 'On Time in Full' (OTIF) in accordance with the contractual lead times stated in Annex B. If the Contractor chooses to split delivery of a Purchase Order Line then it shall be deemed OTIF if all part deliveries meet the contractual lead time. If delivery of a Purchase Order Line is partially late then the Purchase Order Line will be deemed to be late in its entirety. The Contractor shall only record a Purchase Order Line once on Annex D1 (Inventory and Financial Reporting Spreadsheet) and are therefore not to record split deliveries.
- 33.2. The percentage of Purchase Order Lines due in month that have been delivered OTIF shall determine whether the Contractor has met a 'Red', 'Amber' or 'Green' level of performance as detailed at Clause 31 (Performance Management).

34. **Payment**

- 34.1. Claims for payment in respect of work carried out under each Activity shall be invoiced by the Contractor in accordance with DEFCON 522 (Edn 11/17) (Payment and Recovery of Sums Due).

Activity 1 – Management Fee

- 34.2. Claims for payment in respect of work carried out under Activity 1 relating to Management shall be made in accordance with the Firm Prices shown in Annex B1 to the Contract. Claims for payment shall be submitted monthly by the Contractor and payments authorised by the Authority via CP&F following monthly progress meetings and the acceptance of the Monthly Progress Report.

Activity 2: Procurement, and Re-Provisioning

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- 34.3 Claims for payment in respect of work carried out under Activity 2 shall be made in accordance with the Firm Prices shown in Annex B2 and shall be made upon satisfactory delivery of all articles under each Purchase Order line and following dispatch of a copy of the DEFFORM 129J (Shipping Form) to the Authority's nominated Supply/Support Management Branch detailed at Box 4 of Annex M (DEFFORM 111). Claims for payment shall be submitted by the Contractor and payments will be authorized and made by the Authority via CP&F.

Activity 3: Repair

- 34.4 Claims for payment in respect of Strip, Survey and Repair work carried out under Activity 3 shall be made in accordance with the Firm Prices shown in Annex B3 and shall be made upon satisfactory delivery of all articles under each Purchase Order line and following dispatch of a copy of the DEFFORM 129J (Shipping Form) to the Authority's nominated Supply/Support Management Branch detailed at Box 4 of Annex M (DEFFORM 111). For Article(s) found to be BER, payment will be made following receipt by the Authority of the Strip and Survey Report and in accordance with the Firm prices shown in Annex B3. Claims for payment shall be submitted by the Contractor and payments will be authorized and made by the Authority via CP&F.

Activity 4: Post Design Services and Technical Services

- 34.5 Claims for payment in respect of work carried out under Activity 4 relating to Post Design and Technical Services shall be made following satisfactory completion of all work and receipt of a TAF Part D signed by the Authority which shall be no later than thirty (30) Business Days following completion of the work by the Contractor. If no TAF Part D is provided within this time period, the Contractor shall assume the work is approved and may submit its claim for payment accordingly. Claims shall be submitted by the Contractor and payments authorised and made by the Authority via electronic transaction.

FINANCIAL INSPECTION AND REVIEW

Rights of Audit

- 35.1. The Contractor shall grant the Authority's nominated representative(s) or agent(s) reasonable access to the Contractor's systems and records relating to the Contract from the Contract Commencement Date. Contract Records, including any certificates identified in the Statement of Requirements Annex A, shall be retained for a period of six years post whichever occurs latest of Contract termination, Contract expiry or final Contractual payment.
- 35.2. The Contractor shall keep full and accurate records (including, without limitation, financial documents including Supplier quotations/tenders evidencing expenditure and income) with respect to the Contract.
- 35.3. The Contractor shall grant the Authority and its authorised representative(s) or agent(s) the right of access at all reasonable times to visit the Contractor's premises and to inspect and/or take copies from the records, relating to the Contract, and the Contractor shall provide all reasonable assistance at all times during the Term of the Contract, and for six years after completion of all work thereunder, and fifteen years for Certificates of Conformity, for the purposes of allowing the Authority and/or its authorised representative(s) or agent(s) to obtain such information as is necessary to:
- a. fulfil the Authority's obligations to supply information in relation to Parliamentary, Governmental, judicial or other administrative purposes; or

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- b. carry out an audit of the Contractor's compliance with the obligations set out in the Contract including, without limitation, the Contractor's obligations with respect to the meeting of performance and quality standards, the security and confidentiality of data, computer integrity and other security requirements; or
 - c. investigate suspected fraud or other impropriety by the Contractor, the Ministry of Defence and/or any third party in relation to the Contract, in which case the provisions of this Clause shall be to the powers of the law enforcement authorities granted by law; or
 - d. verify the accuracy of and appropriate application of charges and prices and any proposed or actual variations to the charges and prices in accordance with the Contract.
- 35.4. Subject to DEFCON 531 (Disclosure of Information) the Authority and its authorised representatives and/or agents shall treat as confidential all data and records accessed during any audit carried out pursuant to this Clause.
- 35.5. The Authority shall give a minimum of five (5) Business Days' notice of the exercise of its audit rights under this Clause, except:
- a. where overriding Government circumstances dictate (e.g., Ministerial /Parliamentary requirements); or
 - b. in the circumstances set out in Clause 35, in which case the Authority will be entitled to conduct an audit without notice; and
 - c. that there shall be a standing right for the Authority or its agent(s) to carry out a spot check audit in conjunction with progress meetings held at the Contractor's premises

INTELLECTUAL PROPERTY, INFORMATION AND GOVERNANCE

36. Intellectual Property Rights (IPR)

Private Venture Funding

- 36.1 The Contractor shall not introduce any private venture funding under this Contract without the prior written agreement of the same by the Authority's Commercial Officer. Unless the Contractor obtains such prior written approval from the Authority's Commercial Officer then it shall be assumed that no private venture funding was introduced.

Records

- 36.2 Throughout the Term and for not less than six (6) years thereafter and fifteen (15) years for Certificates of Conformity, the Contractor shall maintain at least one copy ("the Control Copy") of information utilised or generated in performance of the Contract.
- 36.3 Any Background Information within the Control Copy shall be clearly identified and duly marked.
- 36.4 The Control Copy shall be maintained in media and formats agreed to by the Authority but in any event shall be presented in a logical format which readily facilitates third party understanding of the information and its association with any article, process or material including without limitation, all drawings, specifications and all documentation necessary to operate or further modify any computer software developed in the performance of the Contract.

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- 36.5 Except as authorised in writing by the Authority the Control Copy shall not be altered by the Contractor in any way which would render it inconsistent with the build standards of associated equipment including software or processes utilised in performance of the Contract.
- 36.6 The Control Copy shall be deemed to be the property of the Authority and shall be conspicuously marked by the Contractor as such, and the Authority may take possession of the Control Copy notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party. Copies of information held on the Control Copy shall be supplied by the Contractor as required from time to time by the Authority. The Contractor shall be entitled to be reimbursed the reasonable costs of delivery.
- 36.7 If the Contractor enters into another contract with the Authority regarding maintenance of the Control Copy, then the Contractor's obligations contained in Clauses 36.1 to 36.6 shall be governed by that contract after the Expiry Date or early termination.
- 36.8 If no further contract is entered into between the Parties after the Expiry Date or early termination, the Contractor shall offer in writing to supply the Control Copy to the Authority and shall give the Authority six (6) calendar months to confirm whether it requires the Control Copy to be supplied. If the Authority notifies the Contractor within such six (6) calendar months that it requires the Control Copy to be supplied, the Contractor shall supply it to the Authority within two (2) weeks of receipt of such request. If the Authority notifies the Contractor within such six (6) calendar months that it does not require the Control Copy to be supplied or does not respond to the Contractor within such six (6) calendar months period, the Contractor may, subject to compliance with any other contractual or legal obligation to retain the relevant data, destroy or amend the Control Copy as it sees fit.

37 **Sub-Contracts**

- 37.1. The Contractor shall not place any sub-contract or order involving design or development of the equipment required under this Contract without the prior approval of the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract).
- 37.2. The Contractor shall not enter into any commitment in relation to such work until the sub-contractor has entered into an agreement with the Authority in the form set out in DEFFORM 177 Design Rights and Patents (Sub-contractors Agreement). Wherever possible, the request for approval should be accompanied by two copies of the agreement signed by the sub-contractor. If in any case the Contractor is unable to comply with this Clause, he shall report the matter to the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract) and await further instructions before placing the sub-contract.

38. **Access to Material Information/Data/Software ('Information')**

- 38.1. In the event of termination in accordance with DEFCON 514 (Material Breach), the Authority shall have a royalty free right to use all Information in whatever format generated under this Contract or used by the Contractor specifically for the purposes of managing and administering this Contract and necessary for the Authority and/or a third party or Successor Contractor to manage and complete the Contract.
- 38.2. Within thirty Business Days of receiving formal notice of termination under DEFCON 514 (Material Breach), the Contractor shall provide a list of all Information referred to in Clause 38.1 to the Authority's Contracting Officer identified in DEFFORM 111 to this Contract and agree the nature and timescale for the transfer of such information.

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- 38.3. Where the Contract is terminated in accordance with DEFCON 656B (Termination for Convenience) then such rights to Information shall be limited to Information deliverable under the Contract and excludes rights to the Contractor proprietary information.
- 38.4. Where the Contract is to be terminated in accordance with DEFCON 514 (Material Breach) or DEFCON 656B (Termination for Convenience) or the Authority seeks to place a Contract with a third party on expiry of this Contract to provide support under the scope of this Contract, then the Authority and such third party shall provide the Contractor with a written undertaking that the Contractor's Information provided under this Clause shall be protected and not used by such third party other than for the purposes of managing and administering the Contract or for the purposes of a similar Contract between the Authority and such third party.
- 38.5. Upon the Contractor's receipt of the Authority's formal written notice of termination, the Authority will be deemed to have overall responsibility for managing the Exit Plan as detailed in Clause 44. The Contractor shall remain responsible for all aspects of the Contractor's performance of the Contract for the period of notice to the date of Contract termination.
- 38.6. The Authority shall confirm its receipt of any assets returned or transferred by the Contractor to the Authority in writing.

39. **Security Aspects**

- 39.1. This Contract may require access to information classified as OFFICIAL or OFFICIAL - SENSITIVE, which you are to safeguard in accordance with Annex L – Security Aspects Letter.

40 **Cyber Security**

- 40.1. The Cyber Risk Level assigned to this Contract is VERY LOW as defined in DEFSTAN 05-138 (Cyber Security for Defence Suppliers). A Cyber Security assessment shall be undertaken each year by the Authority.

41. **Transfer of Undertakings (Protection of Employment)**

- 41.1. The Contractor shall comply with the terms and conditions of Schedule 1, and complete Annex J – Transfer of Undertakings (Protection of Employment) if required.

42. **Information Regarding Prosecution or Proceedings**

- 42.1. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the Law related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any subcontractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority.
- 42.2. Any convictions during the Term of the Contract for criminal breaches of the Law related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a Material Breach of the Contract.

Obligations To Assist Post Termination Or Expiry

43. **Exit Plan**

- 43.1. The Contractor shall deliver an Exit plan to the Authority in accordance with Annex E (Contractor Deliverables) shall comply with the latest Exit Plan at Annex K (Exit Management Plan).

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- 43.2. All such updates must be approved by the Authority and shall include any changes which the Authority requires in order to achieve a controlled Contract exit and transition to a New Provider or, if there is no New Provider, to the Authority.
- 43.3. The Contractor shall ensure that it is able to implement the Exit Plan throughout the Term.
- 43.4. All costs incurred in developing, updating and implementing the Exit Plan shall be borne by the Contractor as part of the Activities under Schedule of Requirements line item 1.

44. Limitations on Contractors Liability

Definitions

- 44.1. In this Clause 44 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 subcontractors 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

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'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
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Unlimited Liabilities

44.2. Neither Party limits its liability for:

- a. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- b. fraud or fraudulent misrepresentation by it or its employees;
- c. 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
- d. any liability to the extent it cannot be limited or excluded by law.

44.3. The financial caps on liability set out in Clauses 44.4 and 44.5 below shall not apply to the following:

- a. 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 DEFCON 632 (Third Party IP - Rights and Restrictions);
 - ii. the Contractor's indemnity in relation to TUPE under Schedule [1] at Annex J;
- b. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
 - i. the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);
 - ii. the Authority's indemnity in relation to TUPE under Schedule [1] at Annex J;
- c. breach by the Contractor of DEFCON 532A and Data Protection Legislation; and
- d. 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.
- e. For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 44.4 and/or 44.5 below.

Financial limits

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- 44.4 Subject to Clauses 44.2 and 44.3 and to the maximum extent permitted by Law:
- a. 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 [REDACTED] pounds (£[REDACTED])
 - b. without limiting Clause 44.4.a and subject always to Clauses 44.2, 44.3 and 44.4.c, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [REDACTED] pounds (£[REDACTED]) in aggregate;
 - c. on the exercise of any and, where more than one, each Option Year or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 44.4.a. and 44.4.b 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 44.4.a and 44.4.b of this Contract.
- 44.5. Subject to Clauses 44.2, 44.3 and 44.6, 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.
- 44.6. Clause 44.5 shall not exclude or limit the Contractor's right under this Contract to claim or the Charges.

Consequential loss

- 44.7 Subject to Clauses 44.2, 44.3 and 44.8, 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:
- a. indirect loss or damage;
 - b. special loss or damage;
 - c. consequential loss or damage;
 - d. loss of profits (whether direct or indirect);
 - e. loss of turnover (whether direct or indirect);
 - f. loss of business opportunities (whether direct or indirect); or
 - g. 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.
- 44.8. The provisions of Clause 44.7 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:
- a. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

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- i. to any third party;
 - ii. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - iii. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- b. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- c. 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);
- d. 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;
- e. damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;
- f. 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;
- g. 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);
- h. 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
- i. 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

- 44.9. If any limitation or provision contained or expressly referred to in this Condition 44 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 Clause 44.

Third party claims or losses

- 44.10. 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 632 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:

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- a. 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
- b. 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

- 44.11. 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.

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex A1 – Statement of Requirements

REDACTED

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex A2 – ILS Statement of Requirements

REDACTED

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex A3 – Systems Requirements
Document

REDACTED

Contract Nº: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex B – Pricing

REDACTED

Annex C to Contract 710022461-2 (MSS/109 Lot 2)

Issued with: Offer of Contract

Dated: 16 January 2025

CONTRACT 710022461-2 (MSS/109 Lot 2) PERSONAL FLOTATION DEVICES - TACTICAL

ANNEX C - KEY PERFORMANCE INDICATORS

CONTENTS

KPI 1	[Table 1] - Key Performance Indicator 1 - Quality - Right First Time
KPI 2	[Table 2] - Key Performance Indicator 2 - Timeliness of Deliverables
KPI 3	[Table 3] - Key Performance Indicator 3 - Quality Assurance and Quality Management System
PI 1	[Table 4] - Performance Indicator 1 - Social Value

[Table 1] - Key Performance Indicator 1 - Quality - Right First Time		
KPI Number	KPI 1	
KPI Description	Quality - Right First Time	
SOR Activity	Activity 1 - Management - Quality Management	
Incidence Measure	A measure of the quality of Articles supplied and repaired. Articles delivered during a reporting period, found to be: -Defective on at the point of inspection or use (As a percentage of the total number of items delivered in the same month)	
Who?	Contractor	
Monitoring Frequency	Monthly	
Reporting Frequency	Monthly	
Performance Bands		
YEAR 1 - January 2025 to December 2025		
Green	Below 3% of articles found to be defective in the previous month	
Amber	Between 3 – 5% of articles found to be defective in the previous month	
Red	Above 5% of articles found to be defective in the previous month	
YEAR 2 - January 2026 to December 2026		
Green	Below 2% of articles found to be defective in the previous month	
Amber	Between 2 – 3% of articles found to be defective in the previous month	
Red	Above 3% of articles found to be defective in the previous month	
YEAR 3 - 5 - January 2027 to December 2029 and any Option Year		
Green	Below 1% of articles found to be defective in the previous month	
Amber	Between 1 – 2% of articles found to be defective in the previous month	
Red	Above 2% of articles found to be defective in the previous month	
Management Fee Adjustment by Performance Band		
Performance Band	Adjustment	Impact
Green	0.0%	No Reduction to be applied to the Management Fee
Amber	2.5%	2.5% Reduction to be applied to the Management Fee
Red	5.0%	5% Reduction to be applied to the Management Fee

[Table 2] Key Performance Indicator 2 - Timeliness of Deliverables	
KPI Number	KPI 2
KPI Description	Timeliness of Deliverables
SOR Activity	Activity 1 - Management Activity 2.1 Initial Provisioning Activity 2.2 Re-Provisioning Activity 3 - Repairs
Incidence Measure	This KPI will measure expected deliverables achieved On-Time and In-Full (OTIF); which covers all Contract Deliverables, Equipment, Re provisioning (spares), Maintenance and Repair Services and Post Design Services (PDS) and Technical Services (TS). Note: For Post Design Services and Technical Services The TAF Part B is to be completed and delivered to the Authority within 2 calendar weeks or duration otherwise agreed with the Authority upon TAF Part A submission.
Who?	Contractor

Monitoring Frequency	Monthly	
Reporting Frequency	Monthly	
Performance Bands		
Green	≥ 95% deliverables delivered On Time In Full	
Amber	≥ 90 - 95% deliverables delivered On Time In Full	
Red	< 90% deliverables delivered On Time In Full	
Management Fee Adjustment by Performance Band		
Performance Band	Adjustment	Impact
Green	0.0%	No Reduction to be applied to the Management Fee
Amber	1.5%	1.5% Reduction to be applied to the Management Fee
Red	3.0%	3 % Reduction to be applied to the Management Fee

[Table 3] - Key Performance Indicator 3 - Quality Assurance and Quality Management System		
KPI Number	KPI 3	
KPI Description	Quality Assurance and Quality Management System	
SOR Activity	Activity 1 - Management - Quality Management	
Incidence Measure	<p>The KPI for Quality is based around five key QMS enabling areas, outlined below, and are derived from requirements contained in the existing primary AQAPs and their referenced publications (ISO 9001 / AS9100). The submissions from the Contractor will consist of an initial submission (in accordance with DEFCON 602C requirements post contract award) followed by the KPI periodic submissions during the term of the contract; these will advise the MOD on the application and status of the Contractors QMS.</p> <p>PI.1.1 Delivery of Evidence for Quality Management System (BS EN ISO 9001:2015) PI 1.2 Delivery of Evidence for Quality Planning (BS EN ISO 9001:2015) PI 1.3 Delivery of Evidence for the conduct of Internal Audit (BS EN ISO 9001:2015) PI 1.4 Delivery of Evidence for Management of Nonconformity and Application of Corrective Action (BS EN ISO 9001:2015) PI 1.5 Delivery of Evidence for Supply Chain Assurance (BS EN ISO 9001:2015)</p>	
Who?	Contractor	
Monitoring Frequency	6 weeks after contract award and then Quarterly in line with project Quarterly meetings	
Reporting Frequency	6 weeks after contract award and then Quarterly in line with project Quarterly meetings	
Performance Bands		
Green	First copies delivered within 6 weeks of Contract Award then quarterly until end of contract term	
Amber	Late by 1 week	
Red	Late by 2 weeks or more	
Management Fee Adjustment by Performance Band		
Performance Band	Adjustment	Impact
Green	0.0%	No Reduction to be applied to the Management Fee
Amber	1.0%	1% Reduction to be applied to the Management Fee
Red	2.0%	2% Reduction to be applied to the Management Fee

[Table 4] Performance Indicator 1 - Social Value	
PI Number	PI 1
PI Description	<p>Social Value MAC 3.3 - Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.</p> <p>Outcome: Increase Supply chain Resilience and Capacity</p>

SOR Activity	Activity 1 - Management		
Incidence Measure	Activity 1 Approach Area - Investment in Technology & Digital Transformation Activity - Investment in digital tools and platforms Measure - Evidence of maintained and or increased speed of delivery and productivity Reporting - Quarterly Activity 2 Approach Area - Continuous Improvement Initiatives Activity - Regular review, evaluation and refining of processes to enhance efficiency through assessments and team meetings + collaboration with supply chain and customer Measure - Evidence of maintained and increased productivity + reductions of environmental impact Reporting - Quarterly Activity 3 Approach Area - Training and Development Activity - Investment in workforce training and professional development Measure - Evidence of workforce professional development for example professional qualifications being work towards and or acheived Reporting - Quarterly Activity 4 Approach Area - Collaborative process and product Improvement Activity - Work closely with internal stakeholders, suppliers and customers to refine processed and improve product offerings Measure - Evidence of feedback sought and incorporation into production Reporting - Quarterly Activity 5 Approach Area - Achieve or maintain Cyber Essentials Certification		
	Who?	Contractor	
	Monitoring Frequency	Quarterly	
	Reporting Frequency	Quarterly	
	Performance Bands		
	Green	All activities completed and reported in the Progress Report	
Red	Failure to complete an activity or provide a report as required		
Management Fee Adjustment by Performance Band			
Performance Band	Adjustment	Impact	
Green	NA	No Action Required	
Red	NA	Implementation and monitoring of an agreed Recovery Plan (see Special Condition 30.4)	

CONTRACT 710022461-2 (MSS/109 Lot 2) PERSONAL FLOTATION DEVICES - TACTICAL

ANNEX D1 - INVENTORY AND FINANCIAL REPORTING SPREADSHEET

Note: The cells with Blue Text Auto-populate

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CONTRACT 710022461-2 (MSS/109 Lot 2) PERSONAL FLOTATION DEVICES - TACTICAL

ANNEX D2 - PERFORMANCE MANAGEMENT RECORD

Performance Management Record for Year:	[Insert Year]
Green Performance Level Achieved	Green
Amber Performance Level Achieved	Amber
Red Performance Level Achieved	Red

Performance Standard		Performance Level Achieved											
Key Performance Indicators (KPI)		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
No.	Description												
KPI 1	Quality - Right First Time												
KPI 2	Timeliness of Deliverables												
KPI 3	Quality Assurance and Quality Management System												
Performance Indicators (PI)		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
No.	Description												
PI 1	Social Value												

CONTRACT 710022461-2 (MSS/109 Lot 2) - TACTICAL - CONTRACTOR DELIVERABLE DOCUMENTS			
Description	Draft Version	Final Version	Review/Update
Terms and Conditions			
Annex G - DEFFORM 177 (Edn 06/21) - Design Rights And Patents (Sub-Contractors) Agreement	Tender	At Contract Award	As/if required
Annex H1 - DEFFORM 539A (Edn 01/22) - Tenderer's Commercially Sensitive Information	Tender	At Contract Award	As/if required
Annex H2 - DEFFORM 539B (Edn 01/22) - Publishable Performance Information - KPI Data Report	Tender	At Contract Award	Quarterly
Annex K - Exit Management Plan	Tender	At Contract Award	As/if required
Annex A1 - SOR			
ITE Phase - Proof of Certification and compliance with performance standards such as SOLAS or ISO 12402 (or equivalent)	NA	7 working days after Contract Award	Re-certification
ITE Phase - Engineering documentation	NA	7 working days after Contract Award	As required
Project Management Plan	10 working days after Contract Contract Commencement date	3 months after Contract Commencement date	Annually and as required
Risk and Opportunity Management Plan	10 working days after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Annually and as required
Risk Register	10 working days after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Annually and as required
Quality Management System (BSI BS EN ISO 9001:2015) Certificates	Tender	Contract Contract Commencement date	Re-Acreditation
Quality Management Plan	6 Weeks After Contract Contract Commencement date	prior to the start of any activities relating to the contract	Prior to each phase: - Planning phase - Product Design and Development phase - Process Design and Development phase - Product and Process Validation phase - On-going Production, Use, and Post-delivery Service phases
DEFCON 602C Additional Quality Assurance Information	6 weeks after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Every 3 Months
Contractors Anti-Counterfeiting Management Plan (ACMP)	6 weeks after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Annually
Document deliverables identified in Def Stan 00-056 part 1 para 5.6.1	6 weeks after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Annually
Safety and Environmental Management Plan	With Tender	3 months after Contract Contract Commencement date	Annually
Provide an Environmental Management Plan (EMP) or an Environmental section/annex of an SEMP	10 working days after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Annually and as required
Environmental Case Report	10 working days after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Annually and as required
Monthly Progress Report (MPR)	10 working days after Contract Contract	Monthly	Monthly
Quarterly Performance Report (QPR)	10 working days after Contract Contract	Quarterly	Quarterly
Social Value Plan	With Tender	12 Weeks from Contract Contract Commencement date	Annually
Annex A2 - ILS SOR			
Supportability Case Report	10 working days after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Throughout Contract Life
Contractor's Integrated Support Plan (ISP)	10 working days after Contract Contract Commencement date	3 months after Contract Contract Commencement date	Annually and as required

Supportability Analysis Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually and as required
LORA Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	When there is a change to capability
LORA Report	As per project Schedule	As per project Schedule	Quarterly
RCM Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	When there is a change to capability
RCM Report	As per project Schedule	As per project Schedule	Quarterly
FMECA Report	As per project Schedule	As per project Schedule	Quarterly
R&M Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	When there is a change to capability
R&M Case Report	As per project Schedule	As per project Schedule	Quarterly
Supply Support Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Codification	As required in Quarterly Reviews	As per project Schedule	Only when required
S&TE Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Maintainability Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Servicing and Maintenance Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Technical Documentation Management Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Technical Documentation - Progress Reports	3 Months after Contract Commencement	Quarterly	Throughout Contract Life
PHS&T Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Configuration Management Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Equipment/System Design Record	As required	As required	As required
Obsolescence Management Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Disposal Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Initial Spares Pricing	With Tender	3 months after Contract Commencement date	Annually
T&TE Plan	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually
Training Needs Analysis (TNA)	3 months after Contract Commencement	Based on response and led by the Training DLOD	As Required
Facilities and Infrastructure	10 working days after Contract Commencement date	3 months after Contract Commencement date	Annually

710022461-2 (MSS/109 Lot 2) - TACTICAL - ANNEX F - IPR STRATEGY

What, and where has it or will it come from?	Type (Asset/ Info)	Why is it needed?	Who needs it	When		Funded By	Rights required in information	
				Now	Future		Rights	Method
Existing/original Design and Manufacture information	Information	PFD Manufacture Spares Manufacture	Contractor	x	x	Contractor	Use	DEFCON 707
New Design and Manufacture Information	Information	Modification	Contractor Contractor Support Successor Contractor		x	MOD	Use	DEFCON 707
Operators Manual	Information	Use	Military (UK + Coalition) + Contractor Support	x	x	MOD	Use	DEFCON 707
Repair and Maintenance Information	Information	Support	Military (UK + Coalition) + Contractor Support	x	x	MOD	Use	DEFCON 707
Feasibility Studies	Information	Support - New requirement Support - Obsolescence resolution	DE&S/MOD Equipment owner		x	MOD	Use	DEFCON 707
Reports/Investigations	Information	Support - Design Issues Support - OPDEF resolution Support - Obsolescence resolution	DE&S/MOD Equipment owner		x	MOD	Use	DEFCON 707
Test and Trials data	Information	Support	DE&S/MOD Equipment owner Supplier		x	MOD	Use	DEFCON 707
Safety Case	Information	Support Legal Requirement	Military (UK + Coalition) Contractor Support DE&S/MOD Equipment owner	x	x	MOD	Use	DEFCON 703
Existing/Original Training Material	Information	Support	Military (UK + Coalition) DE&S/MOD Equipment Owner Contractor Support	x	x	Contractor	Use	DEFCON 707
Training Material Updates	Information	Support	Military (UK + Coalition) DE&S/MOD Equipment Owner Contractor Support		x	MOD	Use	DEFCON 707

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Annex F2 to Contract 710022461-2 (MSS/109) Lot 2

Issued with: Offer of Contract

Date: 16 January 2025

Commercial Exploitation Agreement

Ministry of Defence

Commercial Exploitation of Defence Equipment Developed at Government Expense

Reference: 710022461-2 MSS/109 Lot 2 (CEA)

DES Ships Commercial – PPA
Ministry of Defence
Birch 3a #3331
Abbey Wood
Bristol
BS34 8JH

This AGREEMENT is made the [...] day of [...] 20[.] BETWEEN THE SECRETARY OF STATE FOR DEFENCE (hereinafter called 'the Ministry') of the one part and Scott Aerospace Limited whose registered office is situated at [...] (hereinafter called 'the Contractor' which expression where the context so admits or requires shall include their successors in title) of the other part.

IT IS HEREBY AGREED AS FOLLOWS:

Definitions

1. In this Agreement the following shall have the effect with respect to interpretation:
 - a. 'the Contract(s)' mean(s) Contract No(s) 710022461-2 between the Ministry and the Contractor relating for Life Jackets, Buoyancy Aids and Flotation Devices - Tactical;
 - b. 'Contract Article' means any article which uses the design produced under the Contract(s) and includes any sub-assemblies, components or spares thereof;
 - c. 'Government-funded tooling' means jigs and tools, etc. provided or paid for by the Ministry and required for the production of a Contract Article;
 - d. the 'Contractor' includes any subsidiary or associated company of the Contractor;
 - e. 'Leviable Transaction' means a sale or any other transaction giving rise to levy under this Agreement;
 - f. the 'Contractor's selling price' means, subject to the proviso hereto, the price for which the Contractor invoices their customer, excluding the cost of such of the following elements as are applicable and can be identified to the satisfaction of the Ministry:

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- (1) Freight costs and insurance.
- (2) Cost of packing not developed at UK Government expense.
- (3) The cost of UK Export Finance exposure fees and other sales finance charges including interest on customer credit.
- (4) The cost of any MOD inspection.
- (5) Installation and commissioning costs where installation and commissioning form no part of the work under the development contract(s).
- (6) Agents' fees and commission.
- (7) The price paid by the Contractor for an article or articles supplied to them by a third party for incorporation in the Contract Article, but only if such third party has a separate Commercial Exploitation Agreement with the Ministry relating to such article or articles and has been informed by the Contractor that such article or articles are being used for a Leviaible Transaction.
- (8) Value Added Tax where applicable.

Provided that any element of profit which the Contractor has included in the above items (1) - (8) shall not be so included.

g. 'Profit' other than for the purposes of the proviso to sub-clause f. of this Clause means the difference between the Contractor's selling price and the allowable costs prescribed by the Ministry for the purpose of the sale in question, provided such difference is a positive sum.

Sales and Licences

2. Should the Contractor sell any Contract Article, other than for any purpose set out in Clauses 5 and 6 hereof, the Contractor shall pay to the Ministry:

- a. a levy for the use of the design to be calculated at 5 per cent (5%) of the Contractor's selling price [except that the percentage rate of levy may be revised at the end of the development contract if the Contractor or the Ministry can demonstrate that the design relied more, or less, on private venture research and development than was assumed in agreeing the levy rate]*.
- b. a levy of 2.5 per cent of the Contractor's selling price for the use of Government-funded tooling except that the rate of 2.5 per cent shall be reduced appropriately where a substantial part of jigs and tools etc. used in connection with a sale or other transaction has not been provided or paid for by the Ministry;

except that, unless otherwise agreed by the Ministry, levy on individual sales above £30M (ex VAT) in value (for which purpose contemporaneous sales of the same equipment to the same customer will count as one sale) will be payable on an appropriate profit-sharing basis to be agreed between the Contractor and the Ministry before the contract of sale is entered into. In the absence of such agreement, levy shall be payable in accordance with Clause 2.a. above. The threshold of £30M (ex VAT) may be increased from time to time by the Ministry, in relation to future sales, to take account of inflation.

3. Should the Contractor grant a licence to manufacture Contract Articles, the Contractor shall pay to the Ministry a levy calculated at 33.3 per cent of the gross receipts of the Contractor in money by way of royalties, licence fees or otherwise in respect thereof:

Provided that:

- a. where the consideration consists wholly or in part of some benefit other than money the levy shall, in lieu of or in addition to such payments (as the case may be),

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consist of or include a sum representing 33.3 per cent of what may reasonably be regarded as the value of the said benefit; and

b. the Contractor shall not grant any licence for which there is no consideration, or only nominal consideration, without first agreeing with the Ministry what levy if any should reasonably be paid to the Ministry in respect of such licence; and

c. where the licensee pays for parts supplied in addition to paying their licence fee for manufacturing Contract Articles, levy on such parts shall be due in accordance with Clause 2 above in addition to the rate due under this clause. The receipts by the Contractor in respect of such parts shall not be regarded as receipts in respect of the licence on which the levy of 33.3 per cent is charged.

4. Payment of levy is deemed to include payment for the use of any industrial property rights owned by the Ministry in connection with a sale or other transaction giving rise to levy under this Agreement.

5. No levy shall be payable in respect of:

a. purchases by the Ministry;

b. sales to another UK Government contractor or sub-contractor when the Contract Articles concerned can be clearly identified as being supplied to meet the requirements of the Ministry or another UK Government Department;

c. substantial individual equipment not developed at UK Government expense.

6. In the case of sales to the Government of Australia, whether directly or under a sub-contract, of Contract Articles which are Guided Weapons or other items which have been developed with the aid of the Joint Project facilities at the Weapons Research Establishment, Woomera, and of spares for elements of such systems, the levy shall be restricted to a charge for the use of Government-funded tooling in accordance with Clause 2.b.

Sales of or Licensing of Spares or Parts

7. The sale of or licence to manufacture spares or parts of Contract Articles shall attract levy in accordance with this Agreement unless the Ministry agrees that an allowance may be made for any elements of the design of any such spare or part that were not developed at UK Government expense or a reduced rate of levy shall apply on all such spares and parts where there are practical difficulties in distinguishing between those which attract the full rate of levy, those which attract a reduced rate of levy and those on which no levy is due.

Derivatives

8. Should the Contractor sell, refurbish, recondition, maintain, lend, hire, or grant a licence to manufacture any articles in any further stage of development or articles based on the design of, or using design features of, or being a scaled version of, the Contract Article, levy calculated in accordance with this Agreement shall be due to the Ministry only to such extent as shall be reasonable in the circumstances. Subject to this the provisions of this Agreement shall apply.

Refurbishing or Reconditioning

9. Should the Contractor for resale or otherwise refurbish or recondition any Contract Articles (except at no charge to the customer under defects liability obligations) the Contractor shall pay to the Ministry a levy consisting of:

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- a. a sum calculated in accordance with this Agreement on the selling price of any new sub-assemblies, components and spare parts embodied in the reconditioned or refurbished Contract Articles; and
- b. a sum for any use of Government-funded tooling (other than any used only in the manufacture of the said new sub-assemblies, components and spare parts) calculated as in Clause 2.b on the Contractor's selling price of the said reconditioned or refurbished Contract Articles after deduction of the selling price of any new sub-assemblies, components and spare parts embodied in the reconditioned or refurbished Contract Articles.

Maintenance Agreements

10. Where an agreement for the maintenance of Contract Articles between the Contractor and another party for a fee includes the provision of parts and spares of such Contract Articles not separately invoiced, a levy calculated in accordance with this Agreement will be due on that proportion of the maintenance fee which represents a reasonable estimate for the provision of such parts and spares.

Loan or Hire of Contract Articles

11. Should the Contractor enter into any Agreement for lending any Contract Articles or for otherwise making such Articles available to a third party except by way of sale, the Contractor shall pay to the Ministry a levy calculated as specified under Clause 2 hereof of the gross receipts of the Contractor.

Provided that:

- a. where the consideration consists wholly or in part of some benefit other than money the levy shall, in lieu of or in addition to such payment (as the case may be), consist of or include a sum calculated in accordance with Clause 2 hereof and based on what may be reasonably regarded as the value of the said benefit; and
- b. the Contractor shall not enter into any Agreement (as set out in this clause) for which there is no consideration, or only nominal consideration, unless the Ministry has agreed what levy, if any, should reasonably be paid to the Ministry in respect of such Agreement.

12. Unless the Contract Article is subsequently sold, no levy shall be due where the Contractor makes a Contract Article solely for their own research or development purposes or for their own demonstration or sales promotion purposes, except in respect of use of Government-funded tooling. Contract Articles made and used by the Contractor for any other purpose shall attract levy at normal rates in accordance with Clause 2.

Abatement of Levy

13. Where, in the circumstances of an individual sale, the Contractor considers that the effect upon their selling price of inclusion of levy rates calculated in accordance with Clause 2 would be such as to prejudice their chances of completing the sale, or would result in an unreasonably low profit, it shall be open to the Contractor before the sale contract is entered into to seek the approval of the Ministry to an abatement scheme in accordance with the provisions of Clauses 14 and 15 herein. Provided that the Contractor's cost accounting system is adequate in the opinion of the Ministry to provide the statements of allowable costs necessary to implement the scheme such approval will not be unreasonably withheld.

14. The abatement scheme shall generally determine levy on the basis of outturn profitability of the sale in question expressed as a percentage on the allowable costs as prescribed for this purpose by the Ministry and shall apply as follows:

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- a. where Government-funded tooling is used, the first half percent of profit on cost shall be payable to the Ministry;
- b. the next 5% of profit on cost (or the initial 5% where sub-clause 14.a does not apply) shall be retained by the Contractor;
- c. the remaining profit, without upper limit, shall be shared between the Ministry and the Contractor in the ratio of 1:1 until a total profit of 25% on cost has been reached, and thereafter in the ratio of X:1.

Note: X should be one-fifth of the total normal unabated levy rates, but never less than 1.

15. Once a request to apply the abatement scheme has been approved by the Ministry it shall not thereafter be revoked by either party for the sale in question. The Contractor shall provide on request and in a specified form a certified statement of costs and profitability and such facilities as may be necessary for the Ministry, if it so desires, to verify the statements. Where the value of the sale is less than £500,000 any abatement of levy may at the discretion of the Ministry, be settled (before the sale contract entered into is concluded) on the basis of the expected outturn profitability provided the request for abatement is supported by adequate evidence and reasonable notice is given to the Ministry.

Notification of Leviable Transactions

16. The Contractor shall notify details including, where appropriate, the expected value of the sale, to the Ministry Delivery Team named in the Contract quoting the number of the Contract / CEA Reference No.:

- a. in respect of a sale of any Contract Articles or of a development or derivation thereof:
 - (1) as soon as it becomes apparent that a sale (or contemporaneous sales of the same equipment to the same customer) above £30M (ex VAT) in value (or such higher value as may be notified by the Ministry from time to time) may arise;
 - (2) immediately a first sale of lesser value is entered into;
- b. immediately any negotiations for the grant of a licence for the manufacture of any Contract Articles, or of a development or derivation thereof, is entered into (the Ministry reserves the right in this connection to be supplied with a copy of the terms of the licence agreement); or
- c. in respect of any Leviable Transaction other than a sale or licence relating to any Contract Articles, or to a development or derivation thereof:
 - (1) immediately the transaction is entered into where the rate of levy is laid down in this Agreement;
 - (2) immediately negotiations are entered into where the appropriate rate of levy has not been agreed;
- d. when any proposed extension or alteration to the transactions set out in a.(1), b. or c.(2) is considered.

Cancelled Orders

17. Where a sale is cancelled after some work in aid of the sale involving the use of Government-funded tooling has been undertaken, a levy shall be due in respect of such use calculated on a fair and reasonable basis. Where the Contractor has received any payments, whether from their customer or otherwise which it is entitled to retain, in respect

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of work done or in hand, or in respect of any claim arising out of the cancellation, levy shall also be due on a fair and reasonable basis having regard to the reasonable costs and claims which the Contractor may have to meet therefrom. The Contractor shall notify any such cancellation to the Ministry Delivery Team named in the Contract and shall provide such information as may reasonably be required for the determination of the levies payable under this Clause. Should any Contract Article (or article falling under Clause 8) manufactured or in course of manufacture prior to cancellation subsequently be re-sold levy will again be due on the normal basis.

18. The liability of the Contractor to the Ministry for any sum due under this Agreement shall accrue:

- a. in respect of sales, on the date of delivery ex-Contractor's works or, where the sale contract so prescribes, upon shipment;
- b. in respect of cancelled sales, six months after the date of cancellation or such longer period as may be agreed;
- c. in the case of licences, and in any other case in which levy is based on gross receipts by the Contractor in respect of an agreement relating to Contract Articles, on the date of receipt by the Contractor of each payment;
- d. in respect of the use of Government-funded tooling where no other liability for levy arises, upon completion of the work in question, except that if the work takes longer than a year, interim payments of levy will accrue as deliveries take place. In the event of cancellation of the sale liability will accrue six months thereafter;
- e. in respect of any Variation of Price settlements on receipt of payment by the Contractor.

Payment of levy shall be in accordance with the Accounting provisions at Clauses 21-24 below.

19. Where an abatement scheme has been approved in accordance with Clauses 14-16 the Contractor shall be liable for interim payment of levy in accordance with the provisions of Clause 18 at one half the appropriate unabated levy rate unless the Ministry agrees otherwise. A final adjustment to or from the Ministry shall be made as soon as it is practicable after completion of the sale. The Ministry reserves the right to review and alter interim rates of levy from time to time and agrees to carry out such a review upon request by the Contractor.

20. Should the Contractor fail to provide statements under Clause 22 within a reasonable time the Ministry reserves the right to assess the levy payable and to recover the same.

Accounting

21. The Contractor shall supply to Defence Business Services Finance -Commercial Exploitation Agreement Team (DBSFin-CEA-Team@mod.gov.uk) and copy to the Commercial Exploitation Levy Programme Management Office (DESComrcl-CBIT-CEL@mod.gov.uk) and the Ministry Delivery Team, a statement (see Clause 22) at *[please specify an appropriate interval – normally 3, 6 or 12 months]* intervals commencing with first sale or licensing arrangements (see Clause 16).

22. The statement shall contain information concerning every sale, licence or other transaction in respect of which levy accruing during the period to which the statement relates is payable, and in particular shall specify:

- a. the nature of the transaction (making clear under which of the Clauses 2-12 hereof it falls) and the date thereof and the name and address of the other party or parties thereto:

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- b. in the case of a sale, the quantity and type of equipment sold, the selling price, and in any other case, the gross receipts in money in respect thereof and the nature and value of any consideration other than money;
- c. any other matters relevant to determining the levy payable;
- d. the sum (to the nearest pound) computed to be payable by the Contractor to the Ministry in respect of each transaction (including a provisional sum in any case in which the sum depends upon a reasonable figure yet to be agreed with the Ministry).

23. The statement shall be provided not later than two months after the close of the period to which it relates once a first sale or licensing has been agreed and 'nil' statements shall thereafter be provided whenever appropriate. Where there are NIL returns over a number of years and no evident prospect of a future leviable activity or receipt the Contractor should approach the Ministry Delivery Team commercial officer regarding future reporting and future CEL arrangements.

24. Each statement shall be accompanied by a payment covering the accrued levy calculated by the Contractor to be due and set out in the statement (plus VAT where applicable). Invoices in respect of any other accrued levy will be issued to the Contractor by Defence Business Services Finance-Commercial Exploitation Arrangement Team (DBSFin-CEA-Team@mod.gov.uk). Payments (including VAT where applicable) shall be made to the Secretary of State for Defence at the address to which statements are to be supplied, or at the address stated on the invoice, as appropriate.

25. An annual certificate confirming that the sums reported on the statements are correct and complete in accordance with the Contractor's books of account and records or that no sales have been made or licences granted or other Leviable Transactions entered into, shall be obtained by the Contractor from their Auditors and shall be forwarded to Defence Business Services Finance-Commercial Exploitation Arrangement Team ([DBS](#)) and copied to the Commercial Exploitation Agreement Programme Management Office ([CEL PMO](#)) and the Ministry Delivery Team, not later than six months after the end of the Contractor's financial year.

26. For the purpose of verifying the statements the Contractor shall maintain proper books of account and records at their premises and shall make them available for inspection at all reasonable times by the representatives of the Ministry and of the National Audit Office.

Recovery of Sums Due

27. Whenever under this Agreement any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under any contract with the Ministry or with any Department or Office of His Majesty's Government.

Arbitration etc

28. This Agreement shall be considered as an agreement made in England** and subject to English Law**.

29. All disputes, differences or questions between the parties to this Agreement with respect to any matter arising out of or relating to this Agreement shall be referred to the arbitration of two persons (one to be appointed by the Ministry and one by the Contractor) or their Umpire, in accordance with the provisions of the Arbitration Act 1996.**

(** Amend as necessary should Scots Law apply - the revision should be modelled on DEFCONs 529A and 530A, omitting from the latter references to other conditions and matters on which the MOD's decision is final.)

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30. Nothing in this Agreement shall be construed as relieving the Contractor from responsibility for:

- a. obtaining the necessary export licence as applicable to any overseas sale;
- b. obtaining any necessary release from security restrictions in force for the Contract Articles.

31. Contractors are advised to consult the UK Export Finance Team, MOD, 4.C, Whitehall, London SW1A 2HB, on a case-by-case basis before making offers to sell Contract Articles overseas.

Signed by:	REDACTED	Signed by:	REDACTED
Name (Block Capitals)	REDACTED	Name: (Block Capitals)	REDACTED
(MOD Commercial)		(Contractor)	
Date:	30 January 2025	Date:	30 January 2025
Position:	Commercial Executive	Position:	Director
Address:	DES Ships Commercial – PPA Ministry of Defence Birch 3a #3331 Abbey Wood Bristol BS34 8JH	Address:	Scott Aerospace Limited Westerleigh Business Park, Woodward Ave Bristol BS37 5YS

* Delete words in parentheses as appropriate

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex G1 – DEFFORM 177

REDACTED

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex G2 – DEFFORM 711

REDACTED

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex H1 – DEFFORM 539A – Sensitive
Information

REDACTED

710022461-2 (MSS/109) – Future Life Jackets, Buoyancy Aids, and Floatation Devices - Tactical

Annex H2

DEFFORM 539B (Edn. 01/22)– Appendix to Contract – Publishable Performance Information - Key Performance Indicator Data Report

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**DEFFORM 539B
Edn 01/22**

Publishable Performance Information - Key Performance Indicator Data Report

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Quality - Right First Time – Year 1	Good*: Equal to or Less than 3% of articles found to be defective in the previous month	Monthly				
	Approaching Target: Between 3% – 5% of articles found to be defective in the previous month					
	Requires Improvement: More than 5% of articles found to be defective in the previous month					
	Inadequate: Failure to perform in accordance with an agreed Recovery Plan					
Timeliness of Deliverables	Good*: Equal to or more than 95% of deliverables delivered On Time In Full	Monthly				

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DEFFORM 539B
Edn 01/22

	Approaching Target: Between 90% – 95% of deliverables delivered On Time In Full					
	Requires Improvement: Less than 90% of deliverable delivered On Time In Full					
	Inadequate: Failure to perform in accordance with an agreed Recovery Plan					
Quality Assurance and Quality Management System	Good*: First copies delivered within 6 weeks of Contract Award then quarterly until end of contract term	Quarterly				
	Approaching Target: Late by 1 week					
	Requires Improvement: Late by 2 weeks or more					
	Inadequate: Failure to perform in accordance with an					

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DEFFORM 539B
Edn 01/22

	agreed Recovery Plan					
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KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Social Value KPI (if applicable) Social Value MAC 3.3 - Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity. Outcome: Increase Supply chain Resilience and Capacity	Good*: All activities completed and reported in the Progress Report as required	Quarterly				
	Approaching Target: NA					
	Requires Improvement: NA					
	Inadequate: Failure to perform in accordance with an agreed Recovery Plan					

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

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

**Contract Nº: 710022461-2 (MSS/109 Lot 2)
Future Life Jackets, Buoyancy Aids, and
Floatation Devices - Tactical**

Annex I

Task Approval Form (TAF)

TASK APPROVAL FORM – PART A

PROPOSAL (To be completed by MOD Task Sponsor)

CONTRACT No.		TAF No.	ISSUE No.	ATTACHMENTS
710022461-2 (MSS/109 Lot 2)				YES / NO
CONTRACTOR		MOD TASK SPONSOR		
		TASK REQUIREMENT		
TASK TITLE:				
INTRODUCTION/BACKGROUND				
TECHNICAL REQUIREMENTS				
QUALITY REQUIREMENTS AND STANDARDS		PACKAGING/CONSIGNMENT		
IPR DEFCON REQUIREMENTS (insert applicable DEFCONS)		TIMESCALE TASK COMPLETION IN BUSINESS DAYS FROM RECEIPT OF PO	TIMESCALE FOR PART B COMPLETION IN BUSINESS DAYS (10 DAYS MINIMUM)	
Signed	Name	Post	Date	

TASK APPROVAL FORM – PART B

RESPONSE (to be completed by Contractor)

CONTRACT No.	TAF No.	ISSUE No.
710022461-2 (MSS/109 Lot 2)		
TASK TITLE	MOD TASK SPONSOR	

SUMMARY OF PART B1		
1. Materials and Sub-Contract Costs		£
2. Labour		£
3. Travel and Subsistence		£
TOTAL FIRM PRICE FOR THE TASK APPROVAL FORM <i>(Materials + Sub/Con + Labour + T&S)</i>		£
TIMESCALE/COMPLETION DATE		
VALIDITY OF QUOTATION		<u>Days</u>
Signed for Company	Name	Position

TASK APPROVAL FORM – PART B1 BREAKDOWN

A SEPARATE PART B1 BREAKDOWN MUST BE COMPLETED FOR EACH ITEM
LISTED AT PART A

CONTRACT No.	TAF No.	ISSUE No.	ITEM No.
710022461-2 (MSS/109 Lot 2)			
FIRM PRICE FOR PROPOSED TASK			
A - MATERIALS + SUB-CONTRACTS			
Summary of Materials Required			Firm Price (ex VAT)
			£
Summary of Sub-Contract Costs			
			£
TOTAL MATERIAL + SUB-CONTRACT COSTS			£
B – LABOUR			
	<u>Number of Man Hours</u>	<u>Rate</u>	<u>Firm Price (ex VAT)</u>
			£
TOTAL LABOUR COSTS			£
C – TRAVEL AND SUBSISTENCE			
	<u>No of each</u>	<u>Rate</u>	<u>Firm Price (ex VAT)</u>
Mileage (per Mile)			£
Day Subsistence (8 hrs)			£
Night Subsistence (per night)			£
TOTAL TRAVEL AND SUBSISTENCE COSTS			£
TOTAL FIRM PRICE (ex VAT) (A - C inclusive)			£

TASK APPROVAL FORM – PART C

MINISTRY APPROVALS

CONTRACT No.	TAF No.	ISSUE No.
710022461-2 (MSS/109 Lot 2)		
TASK TITLE	MOD TASK SPONSOR	

MOD TECHNICAL APPROVAL

It is confirmed that the Man-hours and Materials quoted at Part B are considered to be commensurate with the requirement specified at Part A and therefore recommended for acceptance.

Signed	Name	Post	Date

MOD COMMERCIAL TASK APPROVAL

You are hereby authorised to proceed with the work detailed under Issue of this TAF under the Terms and Conditions of the Contract at a FIRM Price of £

Signed	Name	Post	Date

Item Number	RAC	UIN

Distribution:		

(To be completed by Contractor/MOD Project Manager)

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CONTRACT No: 710022461-2
Future Life Jackets, Buoyancy Aids, and Floatation Devices – Tactical

Annex J

Schedule 1

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule [X], 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 [X] 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 [X] (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 [X] (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 [X] 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 [X].

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule [X] 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 Pursuant to the terms of DEFCON 537, 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 [X] 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.

**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 [X], 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.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule [X], 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;

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex K – Exit Strategy

REDACTED

Contract N^o: 710022461-2 (MSS/109 Lot 2)

For

Life Jackets, Buoyancy Aids and Flotation
Devices – Tactical

Annex L – Security Aspects Letter

REDACTED

**Contract N°: 710022461-2 (MSS/109 Lot 2)
Future Life Jackets, Buoyancy Aids, and
Floatation Devices**

TACTICAL

Annex M

**DEFFORM 111 (Edn. 10/22)– Appendix to
Contract - Addresses and Other Information**

REDACTED