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DE&S

Contract Number:

711435452

Description:

Ground Training Maintenance Support (GTMS) Contract

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SCHEDULE OF REQUIREMENTS

	MINISTRY OF DEFENCE	
Name and Address of Contractor Leonardo UK Ltd., One Eagle Place, St James's, London, SW1Y 6AF	Schedule of Requirements for Ground Training Maintenance Support (GTMS) Contract	Contract No 711435452

Item No.	Description	Price (ex. V.A.T.)	Price (ex. V.A.T.)	Price (ex. V.A.T.)	Price (ex. V.A.T.)	Price (ex. V.A.T.)	Total (ex. V.A.T.)
		Year 1	Year 2	Year 3	Year 4	Year 5	
1	Management Fee, including overheads, attendance at meetings, reports and routine staff costs in accordance with Annex A (Statement of Work (SOW)) for the period from the Service Start Date – 31 st March 2031.	██████████ Firm Price	██████████ Firm Price	██████████ Firm Price	██████████ Fixed Price in accordance with condition 4.4	██████████ Fixed Price in accordance with condition 4.4	██████████ Total Price
2	Provision of Preventative and Corrective Maintenance for Synthetic Training Equipment in accordance with Annex A and as at Menu Pricing List at Annex D for the period from the Service Start Date – 31 st March 2031.	██████████ Firm Price	██████████ Firm Price	██████████ Firm Price	██████████ Fixed Price in accordance with condition 4.4	██████████ Fixed Price in accordance with condition 4.4	██████████ Total Price
3	Ad Hoc Tasking and PDS in accordance the Tasking process at Condition 4.2 and the agreed rates at Annex G for the period from the Service Start Date – 31 st March 2031.	██████████ Limit Of Liability (LOL)	██████████ Limit Of Liability (LOL)				
4	Provision of artefacts detailed at Condition 12.3 in accordance with Condition 4.8.	██████████ Firm Price					
5	Provision of Mobilisation Activities, in accordance with Conditions 4.8 and 9(g) and Annex A to this Contract, for the period from the Contract Award Date – 31 st March 2026.	██████████ Firm Price					
Total Contract Value (excluding V.A.T.)				██████████			

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OPTION ITEMS				
Item No.	Description	Price (ex. V.A.T.)	Price (ex. V.A.T.)	Total (ex. V.A.T.)
		Year 6	Year 7	
		OPTION YEAR	OPTION YEAR	
6	Management Fee, including overheads, attendance at meetings, reports and routine staff costs in accordance with Annex A (Statement of Work (SOW)).	██████████ Fixed Price in accordance with condition 4.4	██████████ Fixed Price in accordance with condition 4.4	██████████ Total Price
7	Provision of Preventative and Corrective Maintenance for Synthetic Training Equipment as at Menu Pricing List at Annex D.	██████████ Fixed Price in accordance with condition 4.4	██████████ Fixed Price in accordance with condition 4.4	██████████ Total Price
8	Ad Hoc Tasking and PDS in accordance the Tasking process at Condition 4.2 and the agreed rates at Annex G.	██████████ Limit Of Liability (LOL)	██████████ Limit Of Liability (LOL)	
9	Contract Transition in accordance with Condition 14 ¹ .	██████████ Fixed Price in accordance with condition 4.4	██████████ Fixed Price in accordance with condition 4.4	██████████ Fixed Price in accordance with condition 4.4

¹ The Transition costs are deemed are a one-off cost which may be incurred either in Year 6 or Year 7, therefore the Total Price is the same as both individual years, rather than a cumulative.

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1. GENERAL CONDITIONS

1.1 DEFCONS

DEFCON 5J (Edn.18/11/16) - Unique Identifiers

DEFCON 14 (Edn.11/05) – Inventions And Designs Crown Rights And Ownership of patents And Registered

Note 1: *This DEFCON shall only apply to all AST/APST equipment;*

Note 2: *Please also refer to Annex R.*

DEFCON 14 (Edn.11/22) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 15 (Edn.06/21) - Design Rights and Rights to Use Design Information

Note 1: *Shall be applicable for the modification of goods that were originally designed and developed by the Contractor under a MOD contract which included DEFCON 15;*

Note 2: *A DEFFORM 315 shall be completed by the Authority if this DEFCON is applicable. If a DEFFORM 315 is not completed, the conditions within the relevant Tasking Form shall apply;*

Note 3: *A DEFFORM 177 shall be completed should the work be subcontracted to the contractor who originally designed and developed the goods;*

Note 4: *DEFFORM 711 shall be completed by the Contractor if this DEFCON is applicable;*

Note 5: *Please also refer to Annex R.*

DEFCON 16 (Edn.10/04) - Repair And Maintenance Information

Note 1: *This DEFCON shall only apply to all AST/APST equipment;*

Note 2: *Please also refer to Annex R.*

DEFCON 16 (Edn.06/21) - Repair and Maintenance Information

Note 1: *Shall be applicable to the production or supply of operating manuals, repair and maintenance manuals or other standard repair and maintenance documentation for any equipment procured by the Contractor on behalf of the Authority, including Commercial off The Shelf (COTS) equipment.*

DEFCON 21 (Edn.10/04) – Retention of Records

Note 1: *This DEFCON shall only apply to all AST/APST equipment;*

Note 2: *Please also refer to Annex R.*

DEFCON 21 (Edn.06/21) - Retention of Records

DEFCON 23 (Edn.06/21) - Special Jigs, Tooling and Test Equipment

DEFCON 68 (Edn.10/22) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON 76 (Edn.11/22) - Contractor's Personnel at Government Establishments

DEFCON 82 (Edn.06/21) – Special Procedures for Initial Spares

DEFCON 90 (Edn.11/06) – Copyright

Note 1: *This DEFCON shall only apply to all AST/APST equipment*

DEFCON 90 (Edn.06/21) – Copyright

Note 1: *Shall be applicable to all copyright works except those referred to under DEFCON 703;*

Note 2: *The Contractor shall complete a DEFFORM 711 should this DEFCON be applicable.*

DEFCON 91 (Edn.11/06) – Intellectual Property Rights in Software

Note 1: *This DEFCON shall only apply to all AST/APST equipment*

DEFCON 91 (Edn.06/21) - Intellectual Property Rights in Software

Note 1: *Applies to Deliverable Software and Software documentation and other Software generated under the contract as defined in DEFCON 91.*

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DEFCON 117 (Edn 07/21)- Supply of Information for NATO Codification Purposes

DEFCON 126 (Edn.06/21) - International Collaboration Clause

DEFCON 127 (Edn.08/21) - Price Fixing Condition for Contracts of Lesser Value
Note 1: Applicable to contract amendments only.

DEFCON 129 (Edn.02/22) - Packaging (For Articles other than Ammunition and Explosives)

DEFCON 129J (Edn.18/11/16) - The Use of the Electronic Business Delivery Form

DEFCON 501 (Edn 10/21) - Definitions and Interpretations

DEFCON 503 (Edn.06/22) – Formal Amendments to Contract

DEFCON 507 (Edn.07/21) – Delivery

DEFCON 513 (Edn.07/24) - Value Added Tax and Other Taxes

DEFCON 514 (Edn 08/15) – Material Breach

DEFCON 515 (Edn.06/21) - Bankruptcy and Insolvency

DEFCON 516 (Edn.04/12) - Equality

DEFCON 518 (Edn.02/17) - Transfer

DEFCON 520 (Edn.10/23) - Corrupt Gifts and Payments of Commission

DEFCON 522 (Edn.11/21) – Payment And Recovery of Sums Due

DEFCON 524 (Edn.12/21) – Rejection

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

DEFCON 525 (Edn.10/98) - Acceptance

DEFCON 526 (Edn.08/02) - Notices

DEFCON 527 (Edn.09/97) – Waiver

DEFCON 528 (Edn.10/24) – Import and Export Licences

DEFCON 529 (Edn.09/97) - Law (English)

DEFCON 530 (Edn.12/14) - Dispute Resolution (English Law)

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

DEFCON532A (Edn.05/22) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn.06/21) – Sub-contracting and Prompt Payment

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

DEFCON 538 (Edn.06/02) – Severability

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DEFCON 539 (Edn.01/22) – Transparency

DEFCON 540 (Edn.05/23) – Conflicts of Interest

DEFCON 550 (Edn.02/14) – Child Labour and Employment Law

DEFCON 565 (Edn.07/23) – Supply Chain Resilience and Risk Awareness

DEFCON 566 (Edn.04/24) - Change of Control of Contractor

DEFCON 601 (Edn.04/14) - Redundant Materiel

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

Note 1: *The Quality Plan shall be delivered in accordance with Condition 12.3.*

DEFCON 604 (Edn.06/14) - Progress Reports

Note 1: *For the purposes of this Contract the frequency of reports provided under DEFCON 604 shall be monthly and in the format outlined within Annex A.*

DEFCON 606 (Edn.07/21) - Change and Configuration Control Procedure

DEFCON 608 (Edn.07/21) - Access and Facilities to be Provided by the Contractor

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

Note 1: *For the purposes of this Contract, DEFCON 609 shall not apply to information delivered under the contract that are subject to DEFCON 21.*

DEFCON 611 (Edn.12/22) - Issued Property

DEFCON 612 (Edn.06/21) - Loss of or Damage to the Articles

DEFCON 621B (Edn 10/04) - Transport (If Contractor Is Responsible For Transport)

DEFCON 624 (Edn.08/22) - Use of Asbestos in Arms, Munitions or War Materials

DEFCON 625 (Edn.06/21) - Co-operation on Expiry of Contract

DEFCON 627 (Edn 04/24) - Requirement for a Certificate of Conformity

DEFCON 632 (Edn.11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 637 (Edn.05/17) - Defect Investigation and Liability

DEFCON 642 (Edn. 07/21) - Progress Meetings

DEFCON 643 (Edn.12/21) - Price Fixing

Note 1: *Applicable to contract amendments only.*

DEFCON 644 (Edn.07/18) - Marking of Articles

DEFCON 647 (Edn.03/24) – Financial Management Information

DEFCON 649 (Edn.12/21) – Vesting

DEFCON 653 (Edn.12/14) – Pricing on Ascertained Costs

DEFCON 656B (Edn.08/16) – Termination for Convenience - £5m and Over

DEFCON 658 (Edn 10/22) – Cyber

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Note 1: *The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Very Low (Reference – RAR-240227A02).*

DEFCON660 (Edn.12/15) – Official-Sensitive Security Requirements

Note 1: *The Security Aspects Letter is at Annex J to the Contract.*

DEFCON 670 (Edn.02/17) – Tax Compliance

DEFCON 671 (Edn.10/22) – Plastic Packaging Tax

DEFCON 675 (Edn.03/21) – Advertising Subcontracts

DEFCON 678 (Edn.09/19) – SME Spend Data Collection

DEFCON 681 (Edn 06/02) - Decoupling Clause - Subcontracting With the Crown

DEFCON691 (Edn.03/15) - Timber and Wood-Containing Products Supplied under the Contract

DEFCON 694 (Edn.07/21) - Accounting For Property of the Authority

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

Note 1: *Shall be applicable to post design services work on equipment, the IPR in which is owned by a third party not being a subcontractor of the contractor.*

DEFCON 707 (Edn.10/23) – Rights in Technical Data

Note 1: *Shall be applicable to tasks which relate to the purchase of Commercial off the Shelf (COTS) items or for the design and development of equipment;*

Note 2: *The Contractor shall complete a DEFFORM 711 should this DEFCON be applicable*

1.2 Amendments to Scope

- a. The Authority shall have the right to add and/or remove support to any item of equipment listed within Annex D without liability for any commitments or expenditure which would represent a loss to the Contractor as a result. Any such addition and/or removal of one or more items of equipment shall have no effect on the performance of the remainder of the contract.
- b. Should the Authority wish to exercise the right to add and/or remove preventative and corrective support to equipment in accordance with condition 1.2(a), it shall give 3 calendar months written notification to the Contractor.
- c. The Authority shall be able to add equipment to the Contract at any time and at any location. Should the Authority wish to exercise the right to add preventative and corrective support to equipment, it shall give 3 months notice.
- d. The Authority shall have the right to remove preventative and corrective support to equipment in accordance with condition 1.2(b) if it adds a direct replacement in its place i.e., old for new and in the same location.
- e. If a request is made by the Authority to add or replace equipment, the Contractor shall conduct an assessment of the equipment to be added including review of the technical specification, condition of the equipment, maintenance periodicities and any other information required to understand the cost to maintain the equipment. This shall be conducted and authorised under a Tasking Form. If the cost is calculated as higher than the existing equipment value at Annex D, the Authority shall pay the difference.

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f. Upon receipt of written notification, the Firm Price for Line Item two of the Schedule of Requirements shall be adjusted in accordance with Condition 4.6. The Contractor shall continue to submit invoices up until the date that the equipment is removed from the Contract in accordance with Condition 9 of this contract.

g. Any affected Task or Tasking Form shall not be covered by these conditions but shall be subject to the provisions of DEFCON 656B.

h. For any amendments which result in a change to the Contract value, such a change shall be recorded on Annex O.

i. Should there be any changes to the legislation and/or standards of this Contract requiring an amendment to this Contract, identified by the Authority or the Contractors, the Authority may consider a subsequent amendment to the Contractor's pricing.

j. Should the Cyber Risk Profile change throughout the duration of this Contract, then the Authority may consider an amendment to the Contractor's pricing.

1.3 Disclosure of Information

a. In addition to the provision of DEFCON 531, the Contractor shall take every precaution to ensure that information of a Military nature arising from or connected with the Contract, particularly as to location, numbers and movements of troops, aircraft and ships, is divulged only to the minimum number of employees and then only to the extent essential to each person's action in carrying out the Contract. The Contractor shall not in any circumstances allow access by employees to general information such as lists of units or their locations and shall restrict the information given to each employee to that relating only to the Establishment with which such employee is personally concerned.

b. No information regarding the services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with the prior written permission of the Authority to whom any press or other enquiry on any such matter should be referred, in first instance.

1.4 Duration

a. The Contract shall be valid from Contract Award Date until to 31st March 2031, unless the Authority invokes any Option(s) in accordance with Condition 1.9.

b. In addition to Annex A of this Contract, throughout the duration of the Contract, the Authority may use reasonable endeavours to ensure appropriate resources including people and equipment are available within the required timeframes to enable the Contractor perform their duties.

1.5 Order of Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - I. The terms and conditions of this Contract as well as Annex B (Definitions), including all DEFCONs, Def Stans and other standards referred to within these terms and conditions,
 - II. All other annexes to this Contract,
 - III. Any other documents expressly referred to in the Contract.
- b. Should clarity be required regarding the order of precedence, the Authority shall provide such clarity as to which source takes precedence over another. The Authority's directions in the matter shall be final and conclusive and the Contractor agrees that the Contract shall be construed accordingly.

1.6 Security Matters

- a. The Contractor shall comply with all applicable Terms and Conditions, including Annexes J and K.
- b. The Parties shall work together on security matters, including any Security Working Groups which may be required.
- c. Any Authority sites which the Contractor or their subcontractors may require visiting, shall maintain their own physical security controls and shall enforce all local security policies.

1.7 Sustainable Procurement

- a. The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view. This subject shall be included in the items for discussion at the Quarterly Progress Meetings.
- b. The Contractor shall take all reasonable steps to procure the observance of the economic, social and environmental legislation related to the subject matter or the execution of the contract by any servants, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract.
- c. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the economic, social and environmental legislation 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 at the address specified at the Appendix to Contract (DEFFORM 111).
- d. Any convictions during the period of the Contract for criminal breaches of the economic, social and environmental legislation 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 this Contract.

1.8 Equipment included in Scope of the Contract

- a. The Contractor shall perform the necessary maintenance in accordance with the Contract to the equipment covered by this Contract which is detailed within Annexes A and D to this Contract.
- b. Should there be any support documentation missing for any piece of equipment detailed within Annexes A and D to this Contract, the Authority may look to raise a TAF for the Contractor to rectify this, in accordance with Condition 13. Where the Contractor identifies and notifies to the Authority that the missing documentation is critical to the ongoing maintenance and safety of the equipment, a limitation on the use of the equipment shall be recorded until the documentation shortfall has been rectified.

1.9 Exercise of Options

- a. In addition to Line Items one to five (inclusive) of the Schedule of Requirements, the Contractor hereby grants the Authority the irrevocable Options detailed as Line Items six to nine (inclusive) within the 'Option Items' (hereinafter referred to as the Options).
- b. The Option prices shall be fixed price in accordance with Condition 4.4.
- c. The Authority is under no obligation to implement any Options, be it any individual Option, any combination of individual Options or all Options. The decision to implement any Options shall be unilaterally the Authority's.
- d. Should the Authority decide to implement an Option, it shall notify the Contractor of its intention with no less than three months' notice.

2. SPECIFICATIONS, PLANS & AUDITS

2.1. Audits

2. The Authority reserves the right to conduct audits upon the Contractor. In supporting this, the Contractor shall provide access to records, including sub-contractor records, to enable the Authority's audit to be conducted fully.
 - a. The Authority, the Authority's Representative and any agents or consultants of the Authority may at any time and with ten Business Days' notice undertake any inspection of any of the Deliverables, and make any audit or check of any aspect of the Contractor's performance of this Contract as required by the Authority or where the same shall have been requested by the UK's National Audit Office. The Contractor shall promptly provide all reasonable co-operation in relation to any inspection, audit or check.

2.2 Parts, Equipment and Data

- a. The Contractor shall use reasonable endeavours to obtain any necessary parts and equipment and data and for any liaison with the relevant

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Design Authorities, or other sources. The Authority may engage with their supply chain to assist the Contractor in this, when requested.

2.3 Repair of Unserviceable Components

a. The Contractor shall obtain the prior written approval of the Authority's Project Manager or his authorised representative, to remove and repair unserviceable components at the Contractor's or his sub-contractor's works under the following circumstances:

I. If a replacement part is in short supply

Or

II. If facilities do not exist for fault diagnosis within a reasonable time on site.

2.4 Specification

a. All work and services required under this Contract shall be carried out in accordance with this Contract.

b. Any Taskings which may arise under Line Item three of the Schedule of Requirements shall be carried out in accordance with the agreed Statement of Work for that individual Tasking, in accordance with Condition 13 of this Contract.

c. Unless otherwise stated, all work shall be undertaken to the satisfaction of the Authority's Project Manager at Box 2 of the Appendix Contract (DEFFORM 111) or his authorised representative.

2.5 Technical Information and Drawings

a. The Contractor shall use reasonable endeavours to obtain any necessary technical information and drawings. The Authority may engage with their supply chain to assist the Contractor in this, when requested.

3. LIABILITY

3.1. Definitions

a. In this Condition 3.1 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

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

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

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

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privacy;

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

“*DPA 2018*” means the Data Protection Act 2018;

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

“*Service Credits*” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Condition 5;

“*Term*” means the period commencing on 1st January 2026 and ending 31st March 2031 or on earlier termination of this Contract.

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

3.2. Unlimited Neither Party limits its liability for:

- I. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - II. fraud or fraudulent misrepresentation by it or its employees;
 - III. 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
 - IV. any liability to the extent it cannot be limited or excluded by law.
- b. The financial caps on liability set out in Clauses 3.3(a) and 3.3(b) below shall not apply to the following:
- I. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
 - (1) the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);
 - (2) the Contractor's indemnity in relation to TUPE at Annex C;
 - II. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
 - (1) the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);
 - (2) the Authority's indemnity in relation to TUPE under Annex

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C;

III. breach by the Contractor of DEFCON 532A and Data Protection Legislation;

IV. breach by the Contractor of DEFCON 520; and

V. 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.

VI. 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 3.3(a) and/or 3.3(b) below.

a. Subject to Clause 3.2(a) and 3.2(b) and to the maximum extent permitted by Law:

I. 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:

1. in respect of DEFCON 76 [REDACTED] in aggregate;

2. in respect of DEFCON 514 [REDACTED] in aggregate;

3. in respect of DEFCON 611 [REDACTED] in aggregate; and

4. in respect of DEFCON 612 [REDACTED] in aggregate;

II. without limiting Clause 3.3(a)(I) and subject always to Clauses 3.2(a), 3.2(b) and 3.3(a)(III), the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with Condition five (5), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [REDACTED] in aggregate;

III. on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 3.3(a)(I) and 3.3(a)(II) 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 3.3(a)(I) and 3.3(a)(II) of this Contract.

b. Subject to Clauses 3.2(a), 3.2(b) and 3.3(c), and to the maximum extent

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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.

- c. Clause 3.3(b) shall not exclude or limit the Contractor's right under this Contract to claim for the Charges
- a. Subject to Clauses 3.2(a), 3.2(b) and 3.4(b), 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:
 - I. indirect loss or damage;
 - II. special loss or damage;
 - III. consequential loss or damage;
 - IV. loss of profits (whether direct or indirect);
 - V. loss of turnover (whether direct or indirect);
 - VI. loss of business opportunities (whether direct or indirect); or
 - VII. 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.
- b. The provisions of Clause 3.4(a) 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:
 - I. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - 1. to any third party;
 - 2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - 3. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - II. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
 - III. 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);

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- IV. 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;
 - V. damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;
 - VI. 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;
 - VII. 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);
 - VIII. 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
 - IX. 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.
- a. If any limitation or provision contained or expressly referred to in this Condition 3 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 3.
- a. 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:
- I. 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
 - II. 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.

3.7. No Recovery 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

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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.

4. PRICE

4.1. Core Services

- a. The Core Services of the Contract shall be conducted in accordance with Line Items one and two of the Schedule of Requirement. Years one to three (inclusive) shall be Firm Priced (non-variable) with the prices for years four to five (inclusive) being Fixed upon the Variation of Price (VOP) mechanism, in accordance with Condition 4.4.
- b. The monthly price associated with Line Item one shall be subject to the Contractor's performance against the Key Performance Indicators as detailed within Condition 5.

4.2. Tasking

- a. Any Tasking which may be required under Line Item three (3) of the Schedule of Requirements shall be Firm Priced in accordance with Condition thirteen (13) and utilizing the rates provided at Annex G.
- b. Each individual Tasking which may be required shall be funded from the Limit of Liability associated with the relevant contractual year, in accordance with Line Item three (3).
- c. The rates at Annex G shall include General & Administration, overheads and shall show labour, travelling time and expenses where appropriate. Materials, transport and sub-contracts shall be separately identified.
- d. The Contractor shall price Labour Rates within Annex G for years four to five (inclusive), in accordance with Condition 4.5.
- e. Any Tasking which may arise throughout the life of this Contract shall have the profit rate as detailed within Appendix 1 to Annex F, attributed to it. This profit rate shall apply once but shall not be applied to any Travel and Subsistence costs.
- f. Any Tasking which may arise throughout the life of this Contract shall be recorded within Annex Q, to this Contract.

4.3. Options

- a. The Contractor shall price all Options which exist from year four or later of the Contract, in accordance with the applicable Variation of Price condition, below.

4.4. Variation of Price (VOP) (Schedule of Requirements)

- a. The prices stated in the Schedule of Requirements are FIXED at 1st April

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2026 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

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

Where:

V represents the variation of price,

P represents the FIXED price as stated in the Schedule of Requirements,

O represents the index '*G777 - PPI INDEX OUTPUT DOMESTIC - C33 Repair and installation services of machinery and equipment 2015=100*',

O₀ represents the 12-month average OUTPUT Price Index figure for the base period 1st April 2026 to 31st March 2027 (as above),

O_i represents the 12-month average OUTPUT Price Index figure for the period prior to the payment date,'

a represents the Non-Variable Element (NVE) which for the purposes of this Condition shall be 0,

b represents the Variable Element which for the purposes of this Condition shall be 1,

a+b=1.

- b. The Index referred to in Clause 4.4(a) above shall be taken from the following Tables: OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.
- c. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for 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.
- d. 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.
- e. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as

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in Clause 4.4(d) above) shall then be applied.

- f. 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.
- g. 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.
- h. 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.
- i. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause 4.4" have been met.

4.5. Variation of Price (VOP) (Labour Rates)

- a. The Labour Rates stated in Annex G are FIXED at 1st April 2026 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

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

Where:

V represents the variation of price,

P represents the FIXED price as stated in the Schedule of Requirements,

O represents the index '*HSGG - SPPI INDEX OUTPUT DOMESTIC - M Professional, scientific and technical services 2015=100*',

O₀ represents the 12-month average OUTPUT Price Index figure for the base period 1st April 2026 to 31st March 2027 (as above),

O_i represents the 12-month average OUTPUT Price Index figure for the period prior to the payment date,'

a represents the Non-Variable Element (NVE) which for the purposes of this Condition shall be 0,

b represents the Variable Element which for the purposes of this Condition shall be 1,

a+b=1.

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- b. The Index referred to in Clause 4.5(a) above shall be taken from the following Tables: OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.
- c. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for 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.
- d. 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.
- e. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 4.5(d) above) shall then be applied.
- f. 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.
- g. 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.
- h. 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.
- i. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause 4.5" have been

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met.

4.6. Addition And/Or Removal of Equipment from Menu Pricing

- a. In accordance with Condition 1.2, the Firm Price for Line Item two shall be adjusted commensurate with Annex D to this Contract.

4.7. Pricing of Sub-Contracts and Orders for Raw Materials and Bought-Out Supplies

- a. With the submission of each Task where the sub-Contractor element of the work is likely to exceed [REDACTED] (excluding VAT), the Contractor shall submit to the Authority's Commercial Manager at the Appendix to Contract (DEFFORM 111), his proposed purchasing/ manufacturing plan for the work to be performed or for the supplies to be provided under that Tasking Form.
- b. The plan should include a full breakdown including criteria such as, but not limited to, each sub-system, package of work, service, or purchase of components and raw materials for which the Contractor intends to seek competitive tenders expected to lead to an order, or orders in excess of [REDACTED]. The approximate value of each tender requirement, together with the proposed list of tenders involved in each case, should be provided. Within two weeks of receipt of this element of the plan, or as otherwise agreed, the Authority's Commercial Manager will notify the Contractor whether there are any special circumstances which might require, for example, the employment of a wider or narrower field of bidders or for the Authority's Commercial Manager to oversee the conduct of the competitive tender and to approve the selection of the sub-Contractor concerned.
- c. The plan should also include a detailed level of breakdown for any prices expected to be in excess of [REDACTED] and for which the Contractor does not intend to seek competitive tenders (including work and supplies, etc. that he himself intends to undertake or provide). In each case the Contractor shall provide their reasoning for not seeking competition, along with the following information:
 - I. The name and address of the proposed sub-Contractor, subsidiary, etc. concerned;
 - II. The approximate value of the sub-contract or order;
 - III. The means by which prices are to be determined as fair and reasonable;
 - IV. The delivery programme;
 - V. Other relevant factors.
- d. Within four weeks of receipt of this element of the plan, or as otherwise agreed, the Authority's Commercial Manager will advise whether the Contractor's proposals are accepted. Where the proposals are not accepted, further consultation will take place so as to enable the Contractor to elaborate further but in the event of continued disagreement,

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the Authority's decision shall be final.

- e. The Authority's Commercial Manager may also notify the Contractor whether and in what manner it wishes to be associated with the pricing of the sub-contract or order.
- f. Any changes proposed to purchasing/manufacturing plans previously approved in accordance with Condition 4.7 shall be referred back to the Authority's Commercial Manager for re-approval, including full explanations for the proposed change.

4.8. Line Items four (4) and five (5) shall be Firm Priced.

5. Key Performance Indicators

5.1. The Authority and the Contractor shall monitor the Contractor's performance through the use of the Key Performance Indicators (KPIs), in accordance with Annex I.

- a. Payments against Line Item one of the Schedule of Requirement shall be subject to KPI review.
- b. Performance against each of the KPIs shall cover a rolling 12 month period, and shall be measured each month.
- c. A claim for payment can be made once a monthly report in accordance with Annex A has been submitted and accepted by the Authority.
- d. A more detailed review of the application, trends and approach to Key Performance Indicators shall be held at the Quarterly Project Meetings.
- e. The information supplied by the Contractor in the monthly reports shall be used by the Authority to assess the level of performance the Contractor has achieved for the month. The Authority's Commercial Officer shall issue an email to the Contractor confirming the KPI score, and the resultant amount that the Contractor can claim for the month. The Contractor can then submit a claim for payment in accordance with Condition 9 to the Contract.
- f. Depending on the Contractor's level of performance against each KPI the Contractor can achieve either a Green, Amber or Red as defined in the performance table for each KPI.
- g. In the event that the Contractor achieves a Green Performance Indicator they shall be deemed to be performing against that KPI and no payment shall be retained in association with that KPI.
- h. Should the Contractor achieve an Amber or a Red against a KPI, then the Authority shall retain the amount specified within Annex I from the monthly payment associated with Line Item one (1), in relation to that KPI.

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For example, [REDACTED]
[REDACTED]
[REDACTED]:

Month One
[REDACTED]
[REDACTED]

- i. Where the Authority temporarily retains an amount, the Contractor shall be able to re-earn that temporary retention by achieving a Green in that same KPI at the next month.

For example, where the Authority has temporarily retained 5% in month one owing to the Contractor's performance against a certain KPI, if the Contractor is assessed as a Green against that same KPI in month two (and assuming they achieve Green against all other KPIs in both month one and month two), they shall receive their monthly payment plus the amount retained in month one:

Month Two
[REDACTED]
[REDACTED]

- j. Where the Contractor fails to achieve the same KPI in months one and two, the Authority shall permanently retain the retention from month one and temporarily retain the amount associated with month two.
- k. There may be KPIs where the Authority shall permanently retain amounts in cases where the Contractor fails to score a Green against certain KPIs. In those instances, the Contractor shall be unable to re-earn the retained amount.
- l. Should the Contractor fail to provide their monthly report against the Key Performance Measures within ten (10) Business Days of the end of the month being reported on, then they shall be deemed to have achieved a Red for each of the KPIs in that period.
- m. If the Contractor's performance for any KPI for a month is assessed as Red, then:
 - I. The Contractor shall immediately take all steps to minimise the adverse effects of the Contractor's performance, and return the performance to Green (performing against the KPI);
 - II. The Authority may direct the Contractor to take any measures the Authority considers necessary to remedy the Contractor's performance and the Contractor shall comply with the direction at no additional cost to the Authority.
- n. The Contractor shall, within 5 (five) Business days after becoming aware that its performance for a KPI for the month will be, or is likely to be, assessed as a Red Performance Indicator for any reason, notify the Authority's

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Representative, in writing, of the matter and provide a Rectification Plan in accordance with Appendix 1 to Annex I of the Contract. The plan shall include as a minimum, the information as follows:

- I. The Contractor's actual or anticipated performance against the KPI during the month;
 - II. The events of circumstances which affected or are likely to affect the Contractor's performance during the month;
 - III. The Contractor's plan to rectify and meet the KPI in future, including timescales, responsible person(s), and actions taken to prevent further delays or underperformance.
- o. The Contractor may be entitled to claim KPI Relief if the Contractor can provide suitable evidence of the following:
- I. Circumstances outside of the Contractor's control such as a Force Majeure event caused by acts of nature, war, hostilities, fire at the Contractor's premises or those of its sub-contractors;
 - II. Where the Authority has failed to meet its obligations under the contract.
- p. In order to claim KPI Relief, the Contractor shall demonstrate to the reasonable satisfaction of the Authority that:
- I. The Contractor and its Sub-contractors could not have avoided such event, occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring material expenditure;
 - II. The event for which relief is claimed directly caused the delay in achieving the KPI for the relevant period;
 - III. The required performance level for the KPI could not reasonably be expected to be mitigated or recovered by the Contractor acting in accordance with Good Industry Practice or by implementing an available work-around solution.
- q. The Authority shall consider the Contractor's claim for KPI Relief, and will review the evidence for relief provided by the Contractor. The Authority's decision on KPI Relief shall be submitted to the Contractor in writing.
- r. If the Contractor's claim for KPI Relief is successful, the performance against the associated KPIs shall be re-calculated taking into account the impact claimed under the KPI Relief. This new calculation shall be used as the formal performance score for the period concerned. If this still results in the Contractor's performance being assessed as either an Amber or Red then the Authority shall be entitled to take such action as applies to performance at those levels.

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- s. Where the Contractor achieves a Red for more than three months in any rolling 12 (twelve) month period, the Authority shall be entitled to terminate this Contract (whether in whole or in part) and to claim damages in accordance with DEFCON 514 as though such non-performance is a material breach.
- t. The Authority has the final decision upon the Contractor's KPI scoring.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Where any of the conditions listed below (a to d) form part of the terms and conditions of the Contract or where other similar notification obligations exist, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those conditions, or of which the Contractor is or should reasonably be aware as at the date of the Contract, are disclosed in DEFFORM 711 annexed to the Contract:

- a. DEFCON 15 - (including notification of any self-standing background Intellectual Property).
- b. DEFCON 90 - including copyright material supplied under clause 5.
- c. DEFCON 91 - limitations of Deliverable Software under clause 3b.
- d. DEFCON 632 - notifications under clause 6.1.

6.2 The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in DEFFORM 711.

6.3 Any amendment to DEFFORM 711 shall be made in accordance with DEFCON 503.

Sub-Contracting IPR Clause

6.4 For the purposes of DEFCONs 14, 15, 90, 126 and 703, the Contractor shall not place any subcontract or order involving the design or development of equipment required under this Contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a Design Rights and Patents (Sub-Contracts Agreement) DEFFORM 177 agreement with the Authority in the form set out in Annex L to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to the Authority's Commercial Officer detailed within DEFFORM 111 and await further instructions before placing the subcontract or order.

Copyright Vesting Clause

6.5 In this condition the term '*technical publication*' shall be taken to mean any handbook, manual, user guide or the like which is specified as a deliverable within this Contract. Subject only to the rights of any third party in relation to the equipment to which the technical publication relates, copyright in any such publication shall vest in the Crown.

6.6 The Contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication called for outside of the Statement of Work or any part thereof including any such part when incorporated in any amended or extended version of such technical publication, and to circulate, use or have used said technical publication including any amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing equipment to which the technical publication relates.

6.7 The Contractor shall ensure that the Authority has the right to a free

licence to copy the technical publications called for under Annex E of this Contract and to circulate or use the copies for any United Kingdom Governmental purpose.

7. LOANS

7.1. Infrastructure

- a. The Authority will make available to the Contractor the infrastructure e.g. rooms within Authority buildings on Authority sites, in Annex A to this Contract and the Contractor shall be entitled to use that infrastructure on Contract Support Item terms. Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as Licensee and shall vacate the same upon completion of the Contract. The Authority reserves the right to vary the number and types of buildings allotted for the purpose of this Contract.

7.2. Fixtures and Fittings

- a. The Authority is responsible for furnishing the accommodation in accordance with Annex A. No less than five Business Days prior to occupation, the Contractor shall agree separately with the Authority's Project Manager or his authorised representative a schedule of state and condition of fixtures and fittings in respect of allotted buildings. This inventory will be incorporated into the Annex A to the Contract.
- b. The Contractor shall not alter, modify or otherwise cause to be changed or amended in any way any building, electrical service or the connection of any machinery or plant, nor construct any new buildings, facilities or structures without the prior approval of the Authority. When such approval is given any work shall be carried out to the satisfaction of the Authority.

7.3. Maintenance

- a. Subject to the provisions of Condition 7.2, the maintenance and repair to the allotted buildings shall be carried out by the Authority without charge to the Contractor. The Contractor shall be responsible for initiating requests for repair and maintenance to those buildings and facilities allotted for his use. Charges may be levied on the Contractor in the event of loss or damage, through neglect or misuse, of any facilities or items of equipment supplied by the Authority.
- b. The Contractor shall be responsible for ensuring all offices, buildings and facilities allotted to him remain in a tidy condition throughout the contract period. For cleaning arrangements at Service Establishments see Annex A to the Contract.

7.4. Security and Fire Precautions

- a. The Contractor shall ensure that the appropriate and necessary fire precautions and the required security measures are taken in the allotted buildings and facilities in accordance with the Authority's current instruction. Fire drills and practices shall be carried out in accordance with the relevant Authority site's protocol.

7.5. Utilities

- a. Utility services including heating, lighting, ventilation and military telecommunications, will also be provided free of charge. The Authority will not finance calls to civilian numbers, these costs must be borne by the Contractor. The Contractor, his employees, agents and servants shall employ the utmost economy in the use of heating, lighting and other environmental services. The Contractor shall participate fully and effectively in any Unit energy conservation programme.
- b. The Contractor shall provide all stationery necessary, except for any Authority forms ('MOD Forms') which may be provided by the Authority. Any postage costs shall be borne by the Contractor, including the costs associated with returning parts and receiving parts from other Authority contractors for depth repair.

7.6. Electrical Items

- a. The Contractor shall supply and maintain all necessary electrical items including, but not limited to, computer, printer, photocopier, microwave and fridge. The Contractor shall not use Authority electrical items.
- b. The Contractor shall be responsible for ensuring all electrical items they provide shall have been assessed as safe, in accordance with the applicable legislation.

7.7. Petrol, Oils and Lubricants (POL)

- a. All POL required by the Contractor may be provided by the Authority station the Contractor is based on.
- b. Notwithstanding Condition 7.7(a) above, any POL for road vehicles is hereby excluded. Provision of POL for road vehicles shall be the responsibility of the Contractor.

7.8. Safety Equipment

- a. The Contractor shall provide all Personal Protective Equipment (PPE) necessary for their employees.

7.9. Tooling

- a. The Contractor shall provide any tools and/or test equipment required to comply with this Contract.

7.10. Reporting

- a. The Contractor shall comply with all reporting requirements within this Contract, including all annexes.

7.11. Issue of Government Furnished Items

- a. The Articles to be investigated under the Contract shall be issued to the Contractor on Contract Work Item terms.
- b. Items and equipment necessary for the completion of work under the Contract

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shall be issued on Contract Embodiment Item or Contract Work Item terms by the Authority as follows:

- I. Items required for use as reference equipment or Special-to-Type Test Equipment shall be loaned as Contract Work Item,
 - II. Items required as Sample Equipment for fault or other technical investigation shall be loaned as Contract Work Item,
 - III. Items, including modification kits, required for the maintenance of Sample and Reference Equipment shall be loaned as Contract Embodiment Item,
 - IV. Items of Government Furnished Equipment (GFE) required in support of Authority Delivery Team modification shall be loaned as Contract Embodiment Item.
- c. Should the Authority be unable to provide certain items, the Contractor shall seek written approval from the Authority to procure those items from commercial sources.
- d. All GFX shall be included within Annexes A and N of this Contract.

7.12. Range of Spares

- a. The Contractor and Authority shall agree a list of spares available at the commencement of the Contract. This list shall not be amended unless agreed by both Parties.
- b. The Contractor shall be provided with the Authority owned spares detailed at Annex N to the Contract, on Contract Embodiment Item terms. These may contain a number of consumables which will be identified on transfer and will not be required to be returned to the Authority, at the commencement of the Contract.
- c. Throughout the life of the Contract, the Contractor shall:
 - I. Manage and replenish the spares at his own cost, in accordance with the agreed range of spares holding and provide at his own cost, all consumables required to maintain the equipment. If a spare is required which is not listed on the agreed range of spares holding, then a decision regarding funding responsibility will be reviewed by the Authority on a case by case basis,
 - II. Be responsible for spares management and replenishment (including consumables),
 - III. Maintain an inventory of the spares,
 - IV. Ensure that all spares held have a documented service history and that all support documentation shall be the property of the Authority and shall be delivered to the Authority at no extra charge. Where no prior documented service history exists, the Contractor shall create and

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- maintain one from the Service Start Date,
- V. Include the cost of such management and replenishment within the Firm price of this Contract,
 - VI. Comply with all reporting obligations in accordance with this Contract.
- d. Upon completion of the Contract, the Contractor shall return the Authority owned spares (excluding consumables) to the Authority.

8. DELIVERY

8.1. Delivery

- a. Deliveries under this Contract shall be made in accordance with a programme to be agreed between the Contractor and the Authority at the time that each Task is authorised. No work shall be undertaken by the Contractor until such a programme has been agreed via agreement and signature of the finalised Tasking form.
- b. The Contractor should note that the timely processing of tasks throughout all of their stages is a firm Authority requirement. If work on a particular activity is delayed for any reason the Contractor shall immediately inform the Authority Project Manager of the circumstances.

8.2. Self-To-Self Delivery

- a. Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a sub-contractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612) remain vested in the Contractor until such time as the Article is handed over to the Authority.

9. PAYMENTS/RECEIPTS

9.1. Payments

- a. All payments shall be Firm Price (non-variable) and any payments made in Year Four or later shall be subject to Conditions 4.4 or 4.5 (the latter in relation to Labour Rates only).
- b. Payments associated with Line Item one shall be paid monthly in arrears, in accordance with Annex P and shall equal the annual value for that year, as stated within Schedule of Requirements.
- c. In addition to Condition 9.1(b), each monthly payment under Line Item one shall be subject to KPIs as detailed within Condition 5.1.
- d. Payments associated with Line Item two shall be paid quarterly in arrears, in accordance with Annex P. The quarterly payments shall equal the annual value for that year, as stated within Schedule of Requirements.
- e. Payments associated with Line Item three shall be in accordance with the Tasking and unless otherwise stated, shall be paid in full upon completion of the individual Tasking in accordance with the relevant acceptance criteria.
- f. The Contractor shall receive full payment for Line Item four upon the Authority's acceptance of each document within Condition 13. The Contractor shall receive the payment in its entirety for this Line Item once the Authority has accepted all documents individually.
- g. Payments associated with Line Item five shall be paid monthly in arrears, in accordance with Annex P and shall equal the total value for for that Line Item, as stated within Schedule of Requirements.

10. TRANSFER REGULATIONS

- 10.1. For obligations regarding Transfer Regulations, please refer to Annex C (*Transfer Regulations*).

11. RUSSIAN AND BELARUSIAN EXCLUSION

- 11.1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - a. the Contractor Deliverables and / or Services contain any Russian / Belarussian products and / or services; or
 - b. the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarussian person or entity. Please note that this does not include companies:
 - I. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and / or
 - II. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement

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providing reciprocal rights of access in the relevant field of public procurement.

- 11.2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and / or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and / or entities on the provision of the Contract Deliverables and / or Services.
- 11.3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and / or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 Business Days of receipt of the Authority's written concerns, for the Authority's consideration.
- 11.4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

12. DELIVERABLES

- 12.1. All deliverables under Line Items one, two and five of the Schedule of Requirement shall be delivered in accordance with Annex A.
- 12.2. All deliverables under Line Item three of the Schedule of Requirement shall be delivered in accordance with the relevant Tasking.
- 12.3. For deliverables under Line Item four, the Contractor shall comply with the following:
 - a. The Contractor shall deliver the following deliverables to the Authority's Project Manager within twelve weeks of Contract award, in accordance with the relevant acceptance criteria, as articulated within the Acceptance Criteria table:

Acceptance Criteria

Deliverable	Acceptance Criteria
Configuration Management Plan	The Contractor shall deliver a Configuration Management Plan in accordance with the DID at Appendix E to the SOW.
Quality Management Plan	The Contractor shall provide this document in accordance with AQAP 2105.

Engineering Maintenance Plan	The Contractor shall deliver an Engineering Maintenance Plan in accordance with the DID at Appendix E to the SOW.
Project Management Plan	The Contractor shall provide this in accordance with the DID at Appendix E to the SOW.
Security Management Plan	The Contractor shall provide this in accordance with the DID at Appendix E to the SOW.

- b. The Authority may take up to fifteen Business Days to review each deliverable and shall provide either their acceptance, rejection or comments for the Contractor to action, to support a further review from the Authority. Should the Contractor receive comments from the Authority, they shall action them and re-issue to the Authority within ten Business Days.

13. TASKING FORM (TAF)

- 13.1 It shall be noted that the Authority is under no obligation to raise any TAF throughout the life of the contract. The Authority also reserves the right to amend any and all Limits of Liability associated with Line Item three.
- 13.2 The Contractor shall understand any replacement Synthetic Training Equipment which may be required shall be subject to separate procurement activities and not through this Tasking process.
- c. Should such a requirement as defined under condition 13.3(a) above be identified, the Authority shall complete Part A of the TAF template at Annex F to this Contract. This shall include the Authority confirming the Grading (High, Medium or Low) of the Tasking based on the Authority's assessment of its importance and complexity. The Contractor may be engaged in agreeing the Grading but if agreement cannot be reached, LEUK and the Authority shall look to Dispute Resolution in accordance with DEFCON 530.

14. EXIT PLAN

- 14.1. On expiry of the Contract or in the event that the Authority notifies the Contractor of the Authority's intention to terminate the Contract under or in connection with its terms, and the Authority enacts the Option at Schedule of Requirements Line Item nine, the Parties shall give effect to the Exit Plan in accordance with Annex S and all other relevant clauses within this Contract.
- 14.2. An updated Exit Plan shall be provided by at least 30th June 2027, or within one month of notification that the Authority intends to terminate the Contract
- 14.3. The Contractor shall transfer all data, information, records, assets and any information required in order for the service to be maintained, to a third party or the Authority at the time specified by the Authority, which should be no later than two months prior to Contract Expiry. The Contractor must provide to the Authority a record of the ownership passing within one month of completion of the transition from the Contractor to a third party.

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- 14.4. In addition to 14.3, the Contractor shall transfer to a third party or the Authority copies of data, procedures, access logs, error logs, documentation and other information generated during the course of tendering for this Contract and through the life of this Contract. The Contractor shall permit the Authority to provide this information to a third party for the purposes of any procurement related to this requirement.
- 14.5. The Contractor shall continue to deliver the Contract during the Exit Period, ensuring no loss of relevant knowledge and expertise.
- 14.6. For a period of three months prior to contract expiry or termination, the Contractor shall co-operate and give explanation, advice and guidance to any third party or the Authority, to ensure a seamless transition to a new service provider.
- 14.7. The Contractor shall comply with its obligations regarding TUPE, in accordance with Condition 10.
- 14.8. If any additional activities are required to support the Exit Services not detailed in Annex S or the Contract, the Authority reserves the right to raise a task for the additional works, and the Contractor warrants it shall accept the task subject to the request being reasonable.

15. CLEARANCE REQUIREMENTS

- 15.1. Contractor shall ensure each of their staff, including staff of any sub-contractors they may have, comply with the following:
 - a. Hold the necessary security clearance,
 - b. Comply with all site procedures.

16. QUALITY ASSURANCE AND STANDARDS

- 16.1. The Contractor shall comply with the following Quality Assurance standards:
 - a. AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production,
 - b. A Certificate of Conformity shall be provided in accordance with DEFCON 627,
 - c. A Deliverable Quality Plan is required in accordance with DEFCON 602A and AQAP 2105 Edition C Version 1 NATO Requirements For Quality Plans. Unless otherwise notified, the quality plan shall be delivered to the Quality Assurance Representative within 3 months of contract award,
 - d. A Software Project Quality Plan is required in accordance with AQAP 2105 Chapter 5, for Authority acceptance and shall be delivered to the Quality Assurance Representative within 3 months of contract award.
 - e. Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.
 - f. Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.
 - g. Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 –

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Avoidance of Counterfeit Materiel.

- h. For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).
 - i. Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.
- 16.2. The Authority reserves the right to include additional relevant Quality Assurance standards as may be required for each individual Task.
- 16.3. Any unsatisfactory standards or performances which come to light during any inspection and which are not rectified following discussion between the Authority and the Contractor will be reported to the Authority's Commercial Officer at the Appendix to Contract (DEFFORM 111).

17. DEFENCE STANDARDS (DEF STANS)

- 17.1. The Contractor shall comply with the following Def Stans throughout the duration of the Contract:
- a. Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements – Concessions,
 - b. Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties,
 - c. Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel,
 - d. Def Stan. 00/56 Part 1 Issue 8, dated 14th October 2023,
 - e. Def Stan. 00-49 Issue 5, dated 28th October 2021,
 - f. Def Stan. 05-139 Issue 1 Cyber Security and Resilience of Products, Systems and Services: 28 June 2023²,
 - g. DEF STAN 05-10 Part 2³,
 - h. DEF-STAN 00-600⁴.

² Added post-ITN.

³ Added post-ITN.

⁴ Added post-ITN.

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Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]
☎**2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)**

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

**3. Packaging Design Authority**

Organisation & point of contact:

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

NA

4. (a) Supply / Support Management Branch or Order Manager: [REDACTED]

Email: [REDACTED]



(b) U.I.N. [REDACTED]

5. Drawings/Specifications are available from

Same as box 2

6. Intentionally Blank**8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394**9. Consignment Instructions**

The items are to be consigned as follows:

NA

10. Transport. The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com**11. The Invoice Paying Authority**

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through*:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe

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

Applications via fax or email: DESLCCLS-OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

Same as box 2

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

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

NOTE

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

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

18. OFFER AND ACCEPTANCE

Offer Of Contract 711435452 - Ground Training Maintenance Support (GTMS) Contract

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

For and on behalf of the Contractor:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	19 December 2025

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

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	22nd December 2025