



Platform Equipment Delivery Team

Contract No: 708511450-PEDT/0041

**For: Purchase of Katalco 51-8
issue: 2**

Dated: 5th February 2024

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

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1. Definitions - In the Contract:

Article	means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
The Authority	means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Contract	means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;
Contractor	means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;
Contractor Deliverables	means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;
Effective Date of Contract	means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;
Firm Price	means a price excluding Value Added Tax (VAT) which is not subject to variation;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.
Mixture	means a mixture or solution composed of two or more substances;

Notices	means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
PPT	means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Plastic Packaging Component(s)	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
Sensitive Information	means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
Substance	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2. General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3. Application of Conditions

- a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4. Disclosure of Information

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

5. Transparency

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

6. Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7. Intellectual Property

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

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):
 - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.
- f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

8. Supply of Contractor Deliverables and Quality Assurance

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

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

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
 - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
 - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and

- (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
- (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10. Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Schedule 5 D2 & D3.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables and/or rejected the Contractor Deliverables in accordance with Clause 23.

11. Marking of Contractor Deliverables

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

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order.
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13. Plastic Packaging Tax

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

extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14. Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15. Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due no later than a period of 20 working days from the date that a valid invoice is raised.
- d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17. Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

18. Material Breach

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

19. Insolvency

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

20. Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to the Total Value of the Contract (inc VAT).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (2) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (3) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (4) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21. The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

- a. The Following Defence Conditions (DEFCONs) shall be incorporated in the Contract as if written in full text

DEFCON	Edn	Description
DEFCON 113	(Edn. 02/17)	Diversion Orders
DEFCON 117 (SC1)	(Edn. 12/16)	Supply Of Documentation For NATO Codification Purposes
DEFCON 129J (SC1)	(Edn. 06/17)	The use of Electronic Business Delivery Form
DEFCON 524A (SC1)	(Edn. 12/22)	Counterfeit Materiel
DEFCON 531 (SC1)	(Edn. 09/21)	Disclosure of Information
DEFCON 532A (SC1)	(Edn. 05/22)	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 624 (SC1)	(Edn. 08/22)	Use Of Asbestos
DECON 627 (SC1)	(Edn. 11/21)	Quality Assurance - Requirement for a Certificate of Conformity

22. The special conditions that apply to this Contract are:**a. Contractor Records**

- (1) The Contractor shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- (2) The Contractor shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - (a) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (b) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- (3) With regard to the records made available to the Authority under clause 22.a.(1) of this Condition, and subject to the provisions of SC1 conditions of contract clause 22.a.(4), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- (4) Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
 - (a) the end of the Contract term;
 - (b) the termination of the Contract; or
 - (c) the final payment,

whichever occurs latest.

23. The processes that apply to this Contract are:

a. Delivery and Acceptance

- (1) Delivery is estimated to be 4 weeks on receipt of an order acknowledgement from the Contractor and Confirmation from the Sub-Contractor.
- (2) The Catalyst shall be supplied on a DAP (Incoterms 2020) basis to [REDACTED], and will be supplied with a Certificate of Conformity.
- (3) Acceptance shall occur following receipt of Goods to [REDACTED] with correct Certificate of Conformity and visual inspection of Goods.
- (4) On receipt of the Goods to [REDACTED], the Authority shall:
 - (a) Confirm that the documentation including Certificate of Conformity are correct for the Goods supplied.
 - (b) Undertake a visual inspection of drum condition & seals within 3 working days following Delivery.
 - (c) Notify the Contractor within 3 working days following Delivery of any issues arising from 23.a.4.a or 23.a.4.b.

Failure to complete the actions in 23.a.4 shall invalidate any warranty with the Subcontractor
- (5) The Contractor Shall Support Additional Quality Assurance Verification post-delivery and within a 6-month Period in line with the below:
 - (a) On Acceptance of the Drums the Authority shall issue and deliver 4 drums of the Catalyst to the Contractor.
 - (b) The Contractor shall issue charges from these 4 drums within 6 months of Delivery.
 - (c) The Authority Shall confirm in conjunction with the Contractor that the Catalyst meets the required standard for operation.
 - (d) If the Catalyst does not meet the required standard and functional performance the Authority shall raise a standalone Task with the Contractor to perform additional testing under MET/949/18, to provide evidence to the Subcontractor that the goods do not meet specification.

Schedule 1 – Additional Definitions of Contract**Delivery**

shall mean DAP (incoterms 2020) by the Subcontractor to **[REDACTED]**.
The terms “Deliver” or “Delivered” shall have the same meaning.

Delivery Date

shall mean the date the Subcontractor delivers the Contractor Deliverables to the Authority in accordance with the applicable Incoterm.

**Intellectual
Property Rights
(IPRs)**

patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Schedule 2 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract No.**PART A – Notification of IPR Restrictions**

1. ITT/Contract Number		708511450-PEDT/0041		
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1				
2				
3				
4				
5				
6				

7				
8				
9				
10				

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing Schedule 2)



Schedule 3 – Purchase Order

Contract No: 708511450-PEDT/0041

Contract Name: Purchase of Katalco 51-8

Dated: 31/01/2024

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

Contractor	Quality Assurance Requirement (Clause 8)
<p>Name: Critical Maritime Systems and Support Limited</p> <p>Registered Address:</p> <p>Harston Mill, Harston</p> <p>Cambridge CB22 7GG</p> <p>United Kingdom</p>	<p>Is a Deliverable Quality Plan required for this Contract? (Tick as appropriate)</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes:</p> <p>A Deliverable Quality Plan is requested in accordance with DEFCON 602A (SC1)</p> <p>Or</p> <p>A deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC1)</p> <p>If required, the deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within XX business Days of Contract Award.</p> <p>Other Quality Requirements:</p> <p>Contractor shall provide a certificate of Conformity. Nb This shall be provided by the OEM.</p> <p>A Sample of 4 Barrells shall be tested to ensure the provided Catalyst is Fit, Form and Function. The Barrells Tested shall be those that the initial charges of required Catalyst are created from.</p>

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
<p>Name:</p> <p>Address:</p>	<p>Select method of transport of Deliverables</p> <p>To be Delivered by the Contractor</p> <p>[Special Instructions]</p> <p>URRI Labels will be provided with Packages.</p> <p>The LCST Supplier Manual classes the below as Irregular Freight as they exceed the standards defined within the manual. The Pallets will conform to the below revisions:</p> <ul style="list-style-type: none"> • Pallets shall not exceed 1150mm x 1150mm • Pallets shall not exceed 1058kg • Height shall not exceed 1020mm <p>All presentation of irregular freight requirements in accordance with the manual shall be followed.</p> <p>The Following Documentation will apply to the packaging:</p> <p>Grief drum spec</p> <p>Greif UN drum cert GB 2610</p> <p>JM Pallet Spec</p> <p>Stokes – Alternative drum supplier</p> <p>To be Collected by the Authority</p> <p>[Special Instructions]</p> <p>Each Consignment of the Deliverables shall be accompanied by a delivery note.</p>
Progress Meetings (Clause 14)	Progress Reports (Clause 14)
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject:</p> <p>Frequency:</p> <p>Location:</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject:</p> <p>Frequency:</p> <p>Method of Delivery:</p>

	Delivery Address:
Payment (Clause 15)	
Payment is to be enabled by CP&F	
Forms and Documentation	Supply of Hazardous Substances, Mixtures and Articles in Contractor Deliverables (Clause 9)
<p>Forms can be obtained from the following websites: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>(Registration is required).</p> <p>Forms can be obtained from the following websites: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>(Registration is required). https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement</p> <p>https://www.dstan.mod.uk/</p> <p>(Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>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 email: Leidos-FormsPublications@teamleidos.mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>The Commercial Officer detailed in the Purchase Order</p> <p>by the following date: .</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]
 Address: PEDT Commercial, Ash 1C, #3114 NH3, SDA, Abbey Wood,
 Email: [REDACTED]
 ☎ [REDACTED]

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)
 Name: [REDACTED]
 Address: PEDT, Ash 1C, #3114 NH3, SDA, Abbey Wood,
 Email: [REDACTED]
 ☎ [REDACTED]

3. Packaging Design Authority

Organisation & point of contact:

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

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

Branch/Name:
 ☎
 (b) U.I.N.

5. Drawings/Specifications are available from**6. Intentionally Blank****6. Quality Assurance Representative:**

[REDACTED]
 Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.
AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 ☎ 44 (0) 161 233 5397
 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 ☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

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

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809
 Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
 PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

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

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

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

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

Description of Contractor's Sensitive Information:

[REDACTED]

Cross reference to location of Sensitive Information:

[REDACTED]

Explanation of Sensitivity:

[REDACTED]

Details of potential harm resulting from disclosure:

[REDACTED]

Period of Confidence (if Applicable):

Contact Details for Transparency / Freedom of Information matters:

Name: [REDACTED]

Position: Head of Commercial

Address: Dolphin House, Williams Road, Portsmouth, Hampshire, PO3 5DU

Telephone Number: [REDACTED]

E-mail Address: [REDACTED]

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 10 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).

Name (Block Capitals): [REDACTED]

Position: Head of Commercial

For and on behalf of the Contractor

Authorised Signatory [REDACTED]

Date: 06/02/2023

B) Acceptance

Name (Block Capitals): [REDACTED]

Position: SDA-PEDT-Comrci-Mgr2

For and on behalf of the Authority

Authorised Signatory [REDACTED]

Date: 07/02/2023

C) Effective Date of Contract: 07/02/2024

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase)
1			Purchase and Deliver 6 Tonnes of Kataclo 51-8	As per Subcontractor's standard	4 weeks from CMS2 Subcontractor			[REDACTED]	[REDACTED]
			Risk Limit of Liability						[REDACTED]
								Total Firm Price	£830,169.38

Item Number	Consignee Address (XY code only)

International Financial Reporting Standard 16 Information

To be completed by winning/chosen tenderer at Contract Award

To aid the Authority with obligations placed on it by HM Treasury regarding International Financial Reporting Standard (IFRS) 16, please confirm in writing to **[insert email address]**, whether or not there are any assets (which are Contractor-owned or the Contractor has leased that are being used through the Contract) for which the Authority has a right-of-use explicitly or implicitly present within the Contract. Where you identify such assets, please provide a full list in writing, including their location and the extent of the right-of-use by the Authority. The lease term¹¹ will be assumed to be the duration of the Contract (from start and end dates); if the asset is not available for use for the Contract duration, please provide start and end dates of when the asset is available for use. Please refer to the [HM Treasury IFRS 16 Leases Application Guidance](#) for further information. You will not be required to provide this for any associated asset under the Contract which is valued, when new, at less than £25,000 (subject to it not being defined as a peppercorn lease). **[Remove this condition to be removed if the total contract value is less than £25,000]**

¹ Lease term includes:

a. periods covered by an option to extend the lease if the MOD is reasonably certain to exercise that option; and periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option

**Schedule 4 - Hazardous and Non Hazardous Substances, Mixtures or Articles Statement
by the Contractor For Contract No: 708511450 – PEDT/041**

Held As a Separate Document:

Reference: 20240131-Schedule_4 _DEFFORM 68_Executed-OSC

Schedule 5 -Assumptions Exclusions and Dependencies

ID No.	Assumption
1	The Contractor Deliverables will be Delivered DAP (Incoterms 20202) directly from the Subcontractor to the Authority via DAP Incoterms 2020 ("Delivery"). The Delivery location shall be [REDACTED].
2	The Contractor Deliverables shall be delivered to the Authority in 240kg barrels and will be free issued to CMS2 as and when requested for "decanting" into charges of 9kg each.
3	The Contractor Deliverables will be NATO codified at both the barrel and charge levels.
4	CMS2 shall provide a Safety Data Sheet for the Contractor Deliverables.
5	Title shall pass to the Authority once the Contractor has made payment to its Subcontractor in full and cleared funds.
6	All delivery dates quoted shall be estimated only and the Contractor reserves the right to amend the delivery dates at any time however shall use reasonable endeavors to deliver the Contractor Deliverables by the date specified in Schedule 3 (Purchase Order).
7	The Contractor reserves the right to deliver in installments, which may be installed and invoiced separately.

ID No.	Dependency
1	The Authority shall be fully responsible for the storage of the catalyst whilst in their possession. The catalyst should be stored under best practice warehouse conditions and must remain untampered and in its original packaging.
2	Risk in the Contractor Deliverables shall pass to the Authority upon Delivery.
3	Title in the Contractor Deliverables shall pass to the Authority once the Contractor has made payment to its Subcontractor in full and cleared funds.
4	The Authority are required to sign and return to CMS2 an original signed copy of the End User Certificate for the Contractor Deliverables prior to their Delivery.
5	Until title to the Contractor Deliverables has passed to the Authority, the Authority shall: <ol style="list-style-type: none"> 1. store the Contractor Deliverables separately from all other goods held by the Authority so that they remain readily identifiable as the property of the Contractor; 2. not remove, deface or obscure any identifying mark or packaging on or relating to the Contractor Deliverables; 3. maintain the Contractor Deliverables in satisfactory condition.

ID No.	Exclusion
1	CMS2 shall not inspect the Contractor Deliverables as they will be delivered directly from the Subcontractor.
2	The Contractor shall not provide any warranty however agrees to pass to the Authority any warranties as may be provided from the Subcontractor in accordance with their terms. All other warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) are hereby excluded by the Contractor to the fullest extent permitted by law.