



**MINISTRY OF DEFENCE,
DEFENCE EQUIPMENT & SUPPORT**

Contract Number: 701547413
Roundless Tactical Engagement System (RTES)

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1 SCHEDULE OF REQUIREMENTS

[REDACTED – PERSONAL INFORMATION]	MINISTRY OF DEFENCE	Contract No TSSP/136
	Schedule of Requirements for Roundless Tactical Engagement System (RTES)	
Issued With DEFFORM 8	On 02 February 2023	Previous Contract No: N/A

SCHEDULE OF REQUIREMENTS - Table 1 - Initial Contract Duration

Item No	Description	Delivery Date	Notes to Supplier	Firm Price £ (ex-VAT)
CONTRACT YEARS 1-5 23 January 2023 – 22 January 2028				
1	Provision and delivery of equipment in accordance the Statement of Requirement at Annex A. The Contractor shall design, manufacture and test RTES in accordance with the Statement of Requirement at Annex A to the Contract and Acceptance Process at Annex H.	Indicative delivery date shall be confirmed prior Contract Award	In accordance with Milestone Payment Plan at Annex F and Condition 8.2 Payment. This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
2	Contract Year 1 - Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	23 January 2023 – 22 January 2024	In accordance with the Statement of Requirement at Annex A and the Payment Plan at Annex F. This will be included as part of the price evaluation This line assumes that IOC has been met within Contract Year 1.	[REDACTED – COMMERCIALLY SENSITIVE]

[REDACTED – COMMERCIALLY SENSITIVE]

3	Contract Year 2 - Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	23 January 2024 – 22 January 2025	In accordance with the Statement of Requirement at Annex A and the Payment Plan at Annex F. This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
4	Contract Year 3 - Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	23 January 2025 – 22 January 2026	In accordance with Statement of Requirement at Annex A and the Payment Plan at Annex F. This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
5	Contract Year 4 - Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	23 January 2026 – 22 January 2027	In accordance with Statement of Requirement at Annex A and the Payment Plan at Annex F. Note this Contract Year will be Fixed Price in accordance with Condition 4.8 Variation of Price (VoP). This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
6	Contract Year 5 - Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	23 January 2027 – 22 January 2028	In accordance with Statement of Requirement at Annex A and the Payment Plan at Annex F. Note this Contract Year will be Fixed Price in accordance with Condition 4.8 Variation of Price (VoP). This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
TOTAL PRICE - CONTRACT YEARS 1-5				[REDACTED – COMMERCIALLY SENSITIVE]

SCHEDULE OF REQUIREMENTS - Table 2 - Option Years

To be exercised in accordance with Conditions 4.4 Options and 4.5 Options – Pricing

Item No	Description	Delivery Date	Notes to Supplier	Fixed Price £ (ex-VAT)
CONTRACT YEAR 6 23 January 2028 – 22 January 2029				
1	Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	Year 6: 23 January 2028 – 22 January 2029	Year 6: Fixed Price in accordance with Condition 4.8 Variation of Price (VoP). In accordance with Statement of Requirement at Annex A and the Payment Plan at Annex F This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
CONTRACT YEAR 7 23 January 2029 – 22 January 2030				
2	Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	Year 7: 23 January 2029 – 22 January 2030	Year 7: Fixed Price in accordance with Condition 4.8 Variation of Price (VoP). In accordance with Statement of Requirement at Annex A and the Payment Plan at Annex F This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
CONTRACT YEAR 8 23 January 2030 – 22 January 2031				
3	Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	Year 8: 23 January 2030 – 22 January 2031	Year 8: Fixed Price in accordance with Condition 4.8 Variation of Price (VoP). In accordance with Statement of Requirement at Annex A and the Payment Plan at Annex F	[REDACTED – COMMERCIALLY SENSITIVE]

[REDACTED – COMMERCIALLY SENSITIVE]

			This will be included as part of the price evaluation.	
CONTRACT YEAR 9 23 January 2031 – 22 January 2032				
4	Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	Year 9 23 January 2031 – 22 January 2032	Year 9: Fixed Price in accordance with Condition 4.8 Variation of Price (VoP). In accordance with Statement of Requirement at Annex A and the Payment Plan at Annex F This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
CONTRACT YEAR 10 23 January 2032 – 22 January 2033				
5	Provision of RTES L2 to L4 support in accordance with Statement of Requirement at Annex A and the List of Contract Deliverables at Annex D.	Year 10 23 January 2032 – 22 January 2033	Year 10: Fixed Price in accordance with Condition 4.8 Variation of Price (VoP). In accordance with Statement of Requirement at Annex A and the Payment Plan at Annex F This will be included as part of the price evaluation.	[REDACTED – COMMERCIALLY SENSITIVE]
TOTAL PRICE - CONTRACT OPTION YEARS 6 – 10				[REDACTED – COMMERCIALLY SENSITIVE]

SCHEDULE OF REQUIREMENTS – Table 3 – Additional Options

To be exercised in accordance with Conditions 4.4 Options and 4.5 Options - Pricing

Item No	Description	Delivery Date	Notes to Supplier	Price £ (ex-VAT)
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[REDACTED – COMMERCIALLY SENSITIVE]

[REDACTED – COMMERCIALY SENSITIVE]

1	<p>Provision and delivery of one additional RTES Pack at Contract Award, or in the first three (3) years of the Contract, in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further RTES Packs at Contract Award and during the first three (3) years of the Contract.</p>		<p>As this option is taken up at Contract Award or within the first three (3) contract years, it shall be Firm Priced in accordance with the Statement of Requirement and the Payment Plan at Annex F.</p> <p>This will be included as part of the price evaluation.</p>	[REDACTED – COMMERCIALY SENSITIVE]
2	<p>Provision and delivery of one additional RTES Pack in years 4, 5 or any of the Option Years of the Contract, in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further RTES Packs in years 4, 5 or any of the Option Years of the Contract.</p>		<p>As this option is taken up in contract year 4 or 5, or any of the Option Years (6 - 10), it shall be Fixed Priced in accordance with Condition 4.8 Variation of Price (VoP).</p> <p>This will be included as part of the price evaluation.</p>	[REDACTED – COMMERCIALY SENSITIVE]
3	<p>Provision and delivery of additional set of L85A2 and L85A3 (48 units), at Contract Award, or in the first three (3) years of the Contract, in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further additional sets of L85A2 and L85A3 (48 Units) at Contract Award and during the first three (3) years of the Contract.</p>		<p>As this option is taken up at Contract Award or within the first three (3) contract years, it shall be Firm Priced it shall be Firm Priced in accordance with the Statement of Requirement and the Payment Plan at Annex F.</p> <p>This will be included as part of the price evaluation.</p>	[REDACTED – COMMERCIALY SENSITIVE]
4	<p>Provision and delivery of additional set of L85A2 and L85A3 (48 units), in years 4, 5 or any of the Option Years (6 – 10), in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further additional sets of L85A2 and L85A3 (48 units)</p>		<p>As this option is taken up in contract year 4 or 5, or any of the Option Years (6 - 10), it shall be Fixed Priced in accordance with Condition 4.8 Variation of Price (VoP).</p>	[REDACTED – COMMERCIALY SENSITIVE]

	in years 4, 5 or any of the Option Years (6 to 10) of the Contract.		This will be included as part of the price evaluation.	
5	<p>Provision and delivery of additional set of L85A2 and L85A3 (8 units), at Contract Award, or in the first three (3) years of the Contract, in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further additional sets of L85A2 and L85A3 (8 Units) at Contract Award and during the first three (3) years of the Contract.</p>		<p>As this option is taken up at Contract Award or within the first three (3) contract years, it shall be Firm Priced in accordance with the Statement of Requirement and the Payment Plan at Annex F.</p> <p>This will be included as part of the price evaluation.</p>	[REDACTED – COMMERCIALLY SENSITIVE]
6	<p>Provision and delivery of additional set of L85A2 and L85A3 (8 units), in years 4, 5 or any of the Option Years (6 – 10), in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further additional sets of L85A2 and L85A3 (8 units) in years 4, 5 or any of the Option Years (6 to 10) of the Contract.</p>		<p>As this option is taken up in contract year 4 or 5, or any of the Option Years (6 - 10), it shall be Fixed Priced in accordance with Condition 4.8 Variation of Price (VoP).</p> <p>This will be included as part of the price evaluation.</p>	[REDACTED – COMMERCIALLY SENSITIVE]
7	<p>Provision and delivery of additional set of GPMG (8 units), at Contract Award, or in the first three (3) years of the Contract, in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further additional sets of GPMG (8 Units) at Contract Award and during the first three (3) years of the Contract.</p>		<p>As this option is taken up at Contract Award or within the first three (3) contract years, it shall be Firm Priced in accordance with the Statement of Requirement and the Payment Plan at Annex F.</p> <p>This will be included as part of the price evaluation.</p>	[REDACTED – COMMERCIALLY SENSITIVE]

[REDACTED – COMMERCIALLY SENSITIVE]

8	<p>Provision and delivery of additional set of GPMG (8 units), in years 4, 5 or any of the Option Years (6 – 10), in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further additional sets of GPMG (8 units) in years 4, 5 or any of the Option Years (6 to 10) of the Contract.</p>		<p>As this option is taken up in contract year 4 or 5, or any of the Option Years (6 - 10), it shall be Fixed Priced in accordance with Condition 4.8 Variation of Price (VoP).</p> <p>This will be included as part of the price evaluation.</p>	[REDACTED – COMMERCIALLY SENSITIVE]
9	<p>Provision and delivery of additional set of Sharpshooter (8 units), at Contract Award, or in the first three (3) years of the Contract, in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further additional sets of Sharpshooter (8 Units) at Contract Award and during the first three (3) years of the Contract.</p>		<p>As this option is taken up at Contract Award or within the first three (3) contract years, it shall be Firm Priced in accordance with the Statement of Requirement and the Payment Plan at Annex F.</p> <p>This will be included as part of the price evaluation.</p>	[REDACTED – COMMERCIALLY SENSITIVE]
10	<p>Provision and delivery of additional set of Sharpshooter units (8 units), in years 4, 5 or any of the Option Years (6 – 10), in accordance with the Statement of Requirement at Annex A.</p> <p>The Authority reserves the right to buy further additional sets of Sharpshooter (8 units) in years 4, 5 or any of the Option Years (6 to 10) of the Contract.</p>		<p>As this option is taken up in contract year 4 or 5, or any of the Option Years (6 - 10), it shall be Fixed Priced in accordance with Condition 4.8 Variation of Price (VoP).</p> <p>This will be evaluated as part of the price evaluation.</p>	[REDACTED – COMMERCIALLY SENSITIVE]
TOTAL PRICE - ADDITIONAL OPTIONS				[REDACTED – COMMERCIALLY SENSITIVE]

SCHEDULE OF REQUIREMENTS – Table 4 – Additional Options (Unpriced)

To be exercised in accordance with Conditions 4.4 Options and 4.5 Options - Pricing

[REDACTED – COMMERCIALLY SENSITIVE]

Item No	Description	Delivery Date	Notes to Supplier	Unpriced
1	Design, instrumentation, and supply of L131A1 (Glock 17).		IAW Statement of Requirement at Annex A to Contract and subject to requirements setting and User verification and the refinement at later date.	Price to be agreed via RFQ process if Option exercised. VOP may apply.
2	Design, instrumentation, and supply of L109 HE/L111 Practice grenade.		IAW Statement of Requirement at Annex A to Contract and subject to requirements setting and User verification and the refinement at later date.	Price to be agreed via RFQ process if Option exercised. VOP may apply.
3	Design, instrumentation, and supply of Underslung Grenade Launcher.		IAW Statement of Requirement at Annex A to Contract and subject to requirements setting and User verification and the refinement at later date.	Price to be agreed via RFQ process if Option exercised. VOP may apply.
4	Design, instrumentation, and supply of other weapon system, in accordance with SR124 (Appendix 2 to Annex A). The Authority reserves the right to procure design, instrumentation, and supply of other weapon systems at Contract Award and throughout the Contract.		IAW Statement of Requirement at Annex A to Contract and subject to requirements setting and User verification and the refinement at later date.	Price to be agreed via RFQ process if Option exercised. VOP may apply.
5	To provide an enhanced level of detail for After Action Review for 3D mapping. Enhancing the level of detail in specific frequently used urban training areas including better graphical representation of what is provided by current mapping systems.		IAW Statement of Requirement at Annex A to Contract and subject to requirements setting and User verification and the refinement at later date.	Price to be agreed via RFQ process if Option exercised. VOP may apply.

2 GENERAL CONDITIONS

2.1 DEFCONS

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

- The Contractor's liability under Clause 4 of DEFCON 76 (Edn 12/06) shall be limited to [REDACTED – COMMERCIALLY SENSITIVE] and also in accordance with Condition 2.21.

DEFCON 113 (Edn 02/17) - Diversion Orders

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

DEFCON 501 (Edn. 10/21) – Definitions and Interpretations

- For the purposes of Sub-Clause 1(e), reference to 'special conditions of contract' shall be taken to mean the narrative conditions of the Contract.
- For the purposes of Sub-Clause 1 (v) and Clause 5 of DEFCON 501 (Edn.10/21), the persons designated to act on the behalf of the Authority shall be the Commercial Manager and Project Manager as detailed at Boxes 1 & 2 of DEFFORM 111 (Appendix 1 to the Contract Conditions).

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

- For the purposes of Clause 1 of DEFCON 503, the duly authorised representatives are:
 - a. for the Authority, the Commercial Manager identified at Box 1 of the DEFFORM 111 (the Appendix 1 to the Contract Conditions) or an authorised representative.
 - b. for the Contractor, the Contractor's head of Commercial or an authorised representative.

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

DEFCON 516 (Edn. 04/12) – Equality

DEFCON 518 (Edn.02/17) – Transfer

DEFCON 520 (Edn. 08/21) – Corrupt Gifts and Payments of Commission

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

DEFCON 526 (Edn. 08/02) – Notices

- For the Purposes of this contract, Sub-Clause 2(e) shall be acceptable as a means of delivery notice.

DEFCON 527 (Edn. 09/97) – Waiver

DEFCON 528 (Edn. 07/21) – Import and Export Licences

- The Contractor's attention is drawn to Clause 1 of DEFCON 528 (Import and Export Licences) requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of placement of the Contract, notify the Authority's Commercial

Manager (see Box 1 of the DEFFORM 111) of details of any overseas sub-contract or order that has been placed, or is intended to be placed, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Authority's Commercial Manager to this effect in the same timescale.

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

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

DEFCON 532A (Edn. 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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

DEFCON 538 (Edn. 06/02) – Severability

DEFCON 539 (Edn. 01/22) – Transparency

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

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

DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure

DEFCON 643 (Edn. 12/21) – Price Fixing (Non-qualifying contracts)

DEFCON 646 (Edn. 10/98) – Law and Jurisdiction (Foreign Suppliers)

- The Contractor's attention is drawn to Clause 5 of DEFCON 646. The Contractor shall, within one (1) month of Contract award, notify the Authority's Commercial Manager (see Box 1 of the DEFFORM 111) of the details of its appointed agents in England and Wales.

DEFCON 660 (Edn. 12/15) – Official-Sensitive Security Requirement

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

DEFCON 697 (Edn. 11/22) – Contractors on Deployed Operations (CONDO)

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

2.2 DEFINITIONS AND INTERPRETATIONS

2.2.1 Notwithstanding, and in addition to, the provisions contained in DEFCON 501 (Edn.07/21), the following expressions shall, in the Contract, have the meaning hereby respectively assigned to them, except where the context requires otherwise.

“Additional Options” means those requirements detailed in Schedule of Requirement Table 3 – Additional Options, which may be enacted by the Authority in adherence to Condition 4.3 Options.

“Authority” for the purposes of the contract means a Ministry of Defence (MOD) official acting on behalf of the Secretary of State for Defence.

“Authority’s Commercial Manager” means the official named in Box 1 of the Appendix to Contract (DEFFORM 111).

“Authority’s Project Manager” means the official named in Box 2 of the Appendix to Contract (DEFFORM 111).

“Authority’s Representatives” means the Authority’s officers, directors, employees, and advisers or agents as defined in DEFCON 501 (Edn. 11/17).

“Background IPR” or “Background Intellectual Property Rights” means all Intellectual Property Rights, including patents for any inventions, not generated in the performance of the work under the Contract.

“Build Standard” means the build standards agreed by the Parties as part of Design Acceptance.

“Business Days” means any day excluding:

- (1) Saturdays, Sundays and public and statutory holidays in the jurisdiction of either party;
- (2) privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and
- (3) such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least ten (10) Business Days in advance.

“Change Proposal” means a proposed change to the Contract, managed in accordance with the process in Condition 2.10 of this Contract.

“Contract” means the agreement concluded between the Authority and the Contractor, including all specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement.

“Contractor” means the supplier of this Contract. The Contractor will have the role as the Prime Service Provider and Design Authority for RTES.

“Contract Effective Date” means the date on which the offer of Contract has been accepted by the Contractor.

“Contract Month” means each month period work is conducted under this Contract.

“Contract Work Breakdown Structure” (CWBS) The Contractor’s extension of the Authority Work Breakdown Structure (WBS) and forms the framework for Contract planning, management and status reporting and for estimating costs, schedule and technical achievements at completion.

“Contractor Commercially Sensitive Information” shall mean the information listed in the Contractor Commercially Sensitive information at Annex S to the Contract being information notified by the Contractor to the Authority.

“Contractor’s Employees” means those employees of the Contractor who are deployed in connection with the performance of the Contract.

“Critical Sub-contract” means a sub-contract that is key to the success of the requirement.

“Deliverable(s)” means all articles, items, data, reports, plans, and services required to be delivered by the Contractor to the Authority under this Contract.

“Design Acceptance” means the acceptance of the Contractors design at Critical Design Review of the ITEAP.

“FOC” means the Full Operating Capability of the RTES Requirements under this Contract.

“Foreground IPR” or “Foreground Intellectual Property Rights” means all Intellectual Property Rights, including patents, for any inventions generated in the performance of work under the Contract, and patents for any inventions conceived out of the technical requirements of the Contract if these have been first enabled in the performance of work under the Contract.

“Government Furnished Assets” (GFX) means the 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.

“IOC” means the Initial Operating Capability of the RTES Requirements under this Contract.

“Key Performance Indicators” means an objective measures of Contractor performance, against significant contract deliverables. This procedure is set out in Annex C to the Contract Key Performance Indicators.

“Lead User” means the lead military user for RTES, which is Field Army (FdA).

“Narrative Conditions” means the conditions numbered two (2) through to ten (10) set out in the Contract.

“Option Year(s)” means those requirements detailed in Schedule of Requirements Table 2 – Option Years, which may be enacted by the Authority in adherence to Condition 4.3 Options.

“Party” means either the Contractor or the Authority.

“Parties” means the Contractor and the Authority.

“Prime Contractor” means the “Contractor”, who has responsibility for performance of the Contract.

“[REDACTED – COMMERCIALLY SENSITIVE] Service Payment” means the amount paid by the Authority to the Contractor after each month, following agreement of the [REDACTED – COMMERCIALLY SENSITIVE] Invoice Amount.

“[REDACTED – COMMERCIALLY SENSITIVE] Invoice Amount” means the amount invoiced by the Contractor to the Authority following completion of the services provided in each [REDACTED – COMMERCIALLY SENSITIVE].

“Rectification Plan” is the plan described in Part 7: Rectification and Termination of the KPI Annex at Annex C to the Contract.

“RTES Requirement” means all Contractor Deliverables including articles, items, data, reports, plans and services required to be delivered by the Contractor to the Authority under this Contract.

“Schedule of Requirements” means the Schedule of Requirements of this Contract.

“Schedule of Requirements Item(s)” means the item(s) listed in the Schedule of Requirements of this Contract.

“Statement of Requirement” means the Statement of Requirement as at Annex A to the Contract.

“Sub-contract” or “sub-contract” means a sub-contract of any tier

“Sub-contractor” or “sub-contractor” means a sub-contractor of the Contractor of any tier.

“Sub-contractor’s Employees” means those employees of any Subcontractor.

“Supply Support Plan” The Supply Support Plan (SSP) provides the Supply Support elements of the Integrated Logistic Support Plan (ILSP) in accordance with DEF STAN 00-600, PD 3002-02.

“Task” means any Authority requirement placed by the Authority with the Contractor through the Tasking Form at Annex Y to the Contract.

“Tasking Form” means the pro-forma document included at Annex Y to the Contract.

“Terms and Conditions” means the contractual terms and conditions detailed

2.3 SCOPE OF WORK

2.3.1 The Contractor shall undertake all work and provide a Contractor Logistics Support (CLS) service to meet the RTES requirement in accordance with the Contract Terms and Conditions and associated Annexes.

2.4 CONTRACT DURATION

2.4.1 The intention is for the Contract to commence in January 2023 and expire at midnight on the same date in January 2028, unless extended under the terms of Condition 4.4 Options.

2.4.2 The Contractor shall be required to fulfil his obligations under the Contract should the Authority exercise the Options under the terms of Condition 4.4 Options.

2.5 CONTRACTORS RESPONSIBILITY

2.5.1 For the purposes of this Contract and the work performed thereunder, the Contractor shall be designated as the Prime Contractor, and shall accordingly be wholly responsible to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of the Contract as described in the Schedule of Requirements

2.5.2 The Contractor’s responsibilities referred to in Condition 2.4.1 above shall apply equally to work carried out by Sub-Contractors in respect of the requirements of the Contract.

2.5.3 Notwithstanding any official approval of, or expression of satisfaction with any Drawings, Specifications, Schedules or any other relevant technical, administrative or other Documents or Data by the Authority, the Contractor shall be wholly responsible for the efficient and accurate functioning as required by the Contract of all Articles/Services supplied under it, and for ensuring that any design is wholly complete, accurate and meets the specifications of the Contract, such that articles manufactured to such Design shall similarly meet the Technical Specifications and other requirements of the Contract.

2.6 PRECEDENCE

2.6.1 In the event of a conflict or inconsistency between the Terms and Conditions of the Contract and other referenced documentation notwithstanding the terms in DEFCON 501,

the conflict or inconsistency shall be resolved according to the following descending order of precedence:

2.6.1.1 DEFCON 537 'Rights Of Third Parties';

2.6.1.2 The Narrative Conditions of contract;

2.6.1.3 The DEFCONs referenced in the Contract (other than DEFCON 537);

2.6.1.4 the Statement of Requirements (Annex A to the Contract);

2.6.1.5 Any other documents incorporated as/by reference of the Statement of Requirements (Annex A to the Contract).

2.6.2 The Contractor is required to meet all requirements of the Contract, in total. In cases of dispute, the performance requirements of the Contract shall take precedence.

2.6.3 In the event of any internal conflict in any document, or any conflict between any documents with the same order of precedence, the Authority shall be entitled to give directions as to which part of the relevant document or which document (as the case may be) shall take precedence over which other part or which other document (as the case may be).

2.7 SUB-CONTRACTING

2.7.1 For the purposes of this Contract and the work to be performed hereunder, the Contractor, is designated as Prime Contractor and shall accordingly be responsible to the Authority, subject to the provisions of this Contract, for the timely, economic and proper execution of the work under the Contract as described in the Schedule of Requirements (SOR). The Contractor's responsibilities shall apply equally to work carried out by Sub-contractors in respect of the requirements of the Contract. Nomination of a Sub-Contractor does not relieve the Contractor of his responsibilities. The Contractor shall make such arrangements with his Sub-Contractor, and they with theirs, to ensure that the Sub-contracted elements are satisfactory and meet the requirements of the Contract.

2.7.2 The Contractor shall ensure that the Terms and Conditions of this Contract are reflected in all Sub-Contracts at whatever level to the extent necessary to enable the Contractor to meet his obligations to the Authority under the Contract. The Contractor shall ensure that the Sub-contracts contain provisions which are substantially the same as the provisions in this Contract to the extent relevant to the Sub-contract and necessary to enable the Contractor to fully meet its obligations under this Contract, and the Contractor shall ensure the Sub-contractors comply with such provisions.

2.7.3 Details of the sub-contractors for the Contract are to be provided in the Contractor's Supply Support Plan (as referenced in Annex A) that will be agreed upon before contract award.

2.7.4 Where the Contractor proposes to enter into a Sub-contract and/or to materially amend or terminate any existing Sub-contract which is a Critical Sub-contract, the Contractor shall inform the Authority in writing, which shall include sufficient details of the proposed Sub-contract, amendment or reasons for termination to enable the Authority to understand:

- a) The identity of the proposed Sub-contractor;

- b) a description of the supplies or services to be Sub-contracted;
- c) confirmation that the relevant provisions of this Contract have been flowed down into the proposed Sub-contract or amendment to an existing Sub-contract;
- d) the reasons for termination and the alternative arrangements proposed to be put in place by the Contractor in relation to the relevant activities;
- e) information to allow the Authority to assess any interest of national security or operational sovereignty.

2.7.5 The Authority shall have 10 (ten) business days from receipt of the information in Condition 2.6.4 to raise any concerns it may wish to raise about the proposed change in the Manufacturing/Purchasing Plan. Any concerns raised by the Authority shall be discussed between the Contractor and the Authority prior to any changes being made to the Manufacturing/Purchasing Plan. The Authority shall be entitled by notice in writing to instruct the Contractor not to change the Make / Buy Plan where the concerns over changes are as per Condition 2.6.4.G.

2.7.6 The Manufacturing/Purchasing Plan shall only be amended in accordance with DEFCON 503 of the Contract.

2.7.7 Notwithstanding any concerns that the Authority may raise regarding changes to critical Sub-contractors, the Contractor shall remain responsible and liable to the Authority at all times for the performance of its obligations under the Contract.

2.7.8 Informing the Authority of the award of a Sub-contract or an amendment to a Sub-contract shall not constitute the Authority's agreement:

- a) to the acceptability of any Terms and Conditions of the proposed Sub-contract or amendment which could not in the reasonable opinion of the Authority be ascertained from the information provided by the Contractor pursuant to Condition 2.7.4 above; or
- b) relieve the Contractor of any responsibility for performing those aspects of the Contractor's obligations under this Contract which form the subject matter of the proposed Sub-contract or amendment

2.7.9 The obligations of the Contractor under this Contract shall not be affected or reduced in any way by the Authority entering into any agreement directly with a Sub-contractor or proposed Sub-contractor in connection with intellectual property rights or otherwise and/ or by the Authority giving its approval to the pricing or other terms of any Sub-contract or proposed Sub-contractor to the identity of any Sub-contract or proposed Sub-contractor.

2.7.10 The Contractor shall ensure that the Sub-contracts contain provisions which are substantially the same as the provisions in this Contract to the extent relevant to the sub-contract and necessary to enable the Contractor to fully meet its obligations under this Contract, and the Contractor shall ensure the Sub-contractors comply with such provisions.

2.7.11 Without prejudice to the generality of Condition 2.7.10 above, the Contractor shall as a minimum ensure that the provisions of this Contract specified in Sub-Conditions 2.7.11.a to 2.7.11.g below are incorporated in all Critical Sub-contracts so as to enable such provision to

operate as between the Contractor and each relevant Sub-contractor (or as between relevant Sub-contractors of lower tiers as applicable) and be enforced by the Contractor (or relevant Sub-contractor as applicable):

- a) Intellectual Property Rights;
- b) Sub-contracting;
- c) Termination;
- d) Variation of Price;
- e) Earned Value Management;
- f) Design Authority;
- g) Security Measures;

2.8 LANGUAGE

2.8.1 All correspondence delivered under this contract shall be written in English. Similarly, all meetings shall be conducted in the English Language.

2.9 TASKING PROCEDURES FOR ADDITIONAL WORK (PDS TASKING)

2.9.1 For individual ad-hoc requirements with a value the Authority deems appropriate the following procedure shall apply:

- a. A sequentially numbered Tasking Authorisation Form (TAF) (as attached at Annex X), approved by the Authority's Project Manager and Commercial Officer with the relevant level of delegation for the task, summarising the work required, shall be issued to the Contractor.
- b. Within two weeks from receipt of an appropriately approved Tasking Order, the Contractor shall forward their firm priced proposal for work which shall detail the capabilities the Contractor will deliver through the Tasking Order, the deliverables the Contractor proposes to provide and an installation programme with timescales where appropriate. The Contractor shall also forward the firm price quotation for the work, in accordance with the provisions of DEFCON 643 'Price-Fixing – Non-Qualifying Contracts' supported by full breakdown of costs under the headings of Direct Labour including the associated Man hour / Wages rates Materials, Bought out Parts / Proprietary items, PVR&D, Sub-contract costs, Overheads and Profit etc.
- c. Approved Tasking Forms shall be returned to the Contractor, detailing the Firm price and shall be the authority to proceed with the work. Following completion of the task, the Contractor shall complete Part 4a of the Tasking Form to show that the work has been undertaken and forward this to the Authority's Project Manager for approval.
- d. For the purposes of administration, the Agreement shall be amended periodically, in accordance with the provisions of DEFCON 503 'Formal Amendments to the Contract', to reflect the tasks brought under the Agreement in the proceeding period. Any Amendments raised shall incorporate any new TAFs into the Schedule of Requirements, no later than four (4) months after each Tasking Order's formal issuance.

2.10 CONTRACT CHANGE PROCEDURE

2.10.1 This Condition describes the procedure to be used for implementing changes to the Contract.

2.10.2 Changes may include, but shall not be limited to the following:

- a) Changes to Deliverables;
- b) Adaptability to facilitate the curtailment or expansion of activities being undertaken and in accordance with the SOR;
- c) Introduction of new work as a result of the identification of new technologies or the work of other programmes;
- d) Removal of work that is unnecessary to achieve Contract outcomes or for which better value for money can be achieved through a decision to allocate the cost of that work to other Contract outcomes;

2.10.3 Changes to Contract requirements may be proposed by the Authority, or by the Contractor. For Contractor initiated changes the Contractor shall be responsible for the preparation and submission a Change Proposal. For Authority initiated changes, the Authority shall submit in writing, details of the change required and the reason for the change.

2.10.4 For any change identified by either Party as an urgent change, both Parties shall discuss and agree, subject to contract, the urgent change as soon as reasonably practicable.

2.10.5 Any Change Proposal submitted by the Contractor shall contain sufficient information to enable the Authority to make a decision on whether or not to proceed on the proposed change.

2.10.6 Should the Contractor have insufficient information about the impact of the proposed change they may propose that the Authority allocate funds in order that the Contractor can undertake a study to investigate the potential impact of the proposed change.

2.10.7 Where a study is required, the Contractor shall not proceed until authority to proceed with the study has been provided by the Authority's Commercial Manager.

2.10.8 For proposed contractual changes, the Change Proposal submissions shall include a breakdown of all costs and other factors affected by the proposed change. The Contractor shall also forward the firm price quotation for the work, in accordance with the provisions of DEFCON 643 (Edn. 12/21) 'Price-Fixing (Non-Qualifying Contracts)'. These shall include, but not be limited to:

- a) Breakdown of all pricing of the proposed change;
- b) Programme Schedules;
- c) Statements of Work;
- d) Deliverables;
- e) System Requirements;

- f) Commonality;
- g) Any other input that may result

2.10.9 The price shall not only include those cost changes directly relating to the change itself but also any consequential cost changes that may arise elsewhere under the Contract. The Authority shall not be liable for any consequential costs that were not identified prior to approval of the Change Proposal Form at Annex Z to Contract concerned.

2.10.10 Where a change has originated from the Authority, the Contractor shall provide in response a proposal in accordance with Condition 2.10.8. No preparation costs shall be allowable for a Contractor originated Change Proposal Form, but shall be allowable for a Authority originated Change Proposal Form.

2.10.11 Any changes initiated by the Contractor which are necessary to ensure compliance with the requirements of the Contract shall be the liability of the Contractor.

2.10.12 In accordance with DEFCON 643 'Price-Fixing (Non-Qualifying Contracts)', the price submitted in the Change Proposal shall be supported by details of the rationale used to determine the proposed costs, including a detailed breakdown (embracing all levels of the supply chain). If required, the Contractor shall also provide the Authority with full visibility of the costs of any part of the original work to which the proposed change relates.

2.10.13 Work in connection with any proposed change shall not commence until the Authority's Commercial Officer (see Box 1 of DEFFORM 111) or his authorised representative formally offers the change as a contract amendment in accordance with the requirements of Condition 2.11 Amendments to Contract. Any work undertaken or costs incurred in advance of the acceptance of any Change Proposal will be entirely at the Contractor's own risk. Once a proposed change has been agreed and a contract amendment to incorporate it has been accepted by the Contractor, then the Contractor shall implement the change in accordance with the duly amended terms and conditions of the Contract.

2.10.14 The Authority reserves the right to reject or not take forward any proposed change contained in a Change Proposal Form. In the case of rejection or non-adoption the Authority shall give the Contractor reasons for that rejection.

2.11 AMENDMENTS TO CONTRACT

2.11.1 In addition to the terms of DEFCON 503 'Formal Amendments To Contract' only the Authority's Commercial Officer detailed at Box 1 of DEFFORM 111 at Appendix 1 to the Contract or their authorised representative shall be authorised to vary the terms and conditions of the Contract, including but not limited to specifications, standards of drawings which form part of the Contract.

2.11.2 For individual requirements with a value the Authority deems appropriate DEFCON 643 'Price Fixing – Non-Qualifying Contracts' and the following procedure shall apply:

- a. The Commercial Officer named in the DEFFORM 111 at Appendix 1 to the Contract shall write to the Contractor outlining the Authority's requirement.
- b. Within 5 working days from receipt of the request, except where the Contractor notifies the Commercial Officer in writing (and thereafter the parties shall determine a mutually agreed date), the Contractor shall submit a date for which the proposal will

be submitted to the Authority. On this date the Contractor shall submit the proposal for the work intended to be undertaken to meet the requirement, together with a Firm price quotation supported by full breakdown of costs under the headings of, if applicable:

- Direct Labour including the associated Labour hours / Wages;
- Materials;
- Bought out parts / Proprietary items;
- Private Venture Research & Development (PVR&D);
- Sub-contract costs;
- Overheads and Profit etc.;
- Statement of Requirements;
- Draft Project Schedule;
- Key Milestones;
- GFX list;
- Options – listed separately;
- Contractor Logistics Support including concept and pricing;
- Compliance with SRD provided by MOD;
- Full breakdown of hours – clearly identifiable to justify price and cost drivers;
- Costed Risk Register;
- Assumptions and Exclusions;
- Payment profile

2.11.3 The Contractor shall not undertake any work on the particular requirement until authorised to do so. Costs associated with any work undertaken prior to their acceptance of a formal written amendment to the Agreement shall be a liability of the Contractor.

2.11.4 The Authority reserves the right to seek competitive tenders for additional work called for under Table 2 – Option Years Line Items 1, 2, 3, 4 and 5; Table 3 – Additional Options Line Items 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; and Table 4 – Additional Options (Unpriced) Line Items 1, 2, 3, 4 and 5 of the Schedule of Requirements as effective competitive procurement will continue to be an important tool for achieving best value for money.

2.11.5 In the event the Authority invokes the right to seek competitive tenders, the Contractor will be entitled to participate in the competitive procurement activity, subject to the provisions therein.

2.12 PARENT COMPANY GUARANTEE

2.12.1 The Contractor shall provide a Parent Company Guarantee in accordance with Annex M (DEFFORM 24 Parent Company Guarantee) the Parent Company Guarantee shall remain in place for the duration of the Contract.

2.12.2 Should there be any change in control of the Contractor in accordance with DEFCON 566 (Change of Control of Contractor), the Parent Company Guarantee and the liabilities, undertakings and guarantees therein shall be adopted in full by the new parent company of the Contractor. Where the change in control means there is no parent company to adopt the Parent Company Guarantee, the Parties shall agree a mutually acceptable alternative which meets the intent of the Parent Company Guarantee.

2.13 CONTRACTOR'S PERSONNEL

2.13.1 Key personnel identified in the Statement of Requirement shall have the appropriate qualifications and competences for this Contract.

2.13.2 The Contractor shall take all reasonable steps to avoid changes of key personnel assigned for work under the Contract. Except whenever changes are unavoidable or of a temporary nature caused by sickness or other circumstances, the Contractor shall give at least one month's notice, in writing, to the Authority and the provisions of this Condition shall apply to the replacement personnel. The Authority shall have the right, in its sole discretion, to reject any replacement personnel proposed by the Contractor.

2.14 MANAGING AGENCY

2.14.1 Authority Right to Appoint a Managing Agent

2.14.1.1 Notwithstanding any provisions to the contrary in the Contract or in any other agreement between the Parties, at any time during the term, the Authority may appoint a third party (Managing Agent) to manage and operate all or any part of this Contract for and on behalf of the Authority and to give directions to the Contractor as the Authority's managing agent (the "Managing Agent"), within the scope of its authority notified to the Contractor pursuant to Condition 2.14.1.3 below.

2.14.1.2 The appointment of the Managing Agent shall be at the sole discretion of the Authority notwithstanding any provisions to the contrary.

2.14.1.3 The Authority shall notify the Contractor in writing of the Managing Agent's appointment and the scope of the Managing Agent's authority. Such notification shall also include expected date of transition to the new Managing Agent.

2.14.1.4 The Contractor shall, within the limits of the Authority notified to it under Condition 2.14.1.3, treat and deal with and accept the directions and instructions of the Managing Agent as the Authority's agent for the duration of such appointment.

2.14.1.5 Notwithstanding anything else in this Condition 2.14.1, the Managing Agent shall not have the authority to amend the terms or conditions of this Contract without the written approval of the Authority, save in respect of any changes contemplated in accordance with condition 2.9 (Tasking Procedures for Additional Work (PDS Tasking)).

2.14.1.6 Where the Authority in its sole discretion notifies the Contractor in writing that it wishes to novate this Contract to the Managing Agent, the Contractor shall promptly take all such steps, carry out all such actions and execute and deliver all such instructions and documentation as may be necessary or expedient to give effect to the novation.

2.14.2 Authority Right to Disclose Commercially Sensitive Information to the Managing Agent

2.14.2.1 Notwithstanding any provisions to the contrary in this Contract (or any other agreement) or the provisions of DEFCON 531 the Authority may disclose the whole or any part of this Contract to the Managing Agent, including (without limitation) any relevant confidential and/or commercially sensitive information. The Authority may also release information regarding the existence of this contract, the duration, the scope, the deliverables and

the overall value to suppliers taking part in the tendering process for the Management Agent role.

2.14.2.2 The Contractor shall, following appointment of a Managing Agent pursuant to Condition 2.14 disclose to the Managing Agent any such information as the Contractor is required to disclose or provide to the Authority, or the Authority has a right to request, in accordance with the terms and conditions of this Contract.

2.14.2.3 Where the consent of any third party is required before confidential information can be disclosed to the Managing Agent, the Contractor shall use its best endeavors to obtain such consent within a period of two (2) weeks from the date of request from the Managing Agent.

2.15 EXIT STRATEGY

2.15.1 Exit Period

2.15.1.1 The Exit Period, as identified in the Exit Plan, shall commence on the earliest of the following events:

- (A) the latest date that meets the contract end date; or
- (B) on receipt of a notice of termination for Contractor default in accordance with Condition 10.3; or
- (C) on written notice of termination given by the Authority.

2.15.1.1 The Exit Period shall be for not less than one (1) calendar months following its commencement in accordance with 2.15.1.1(B) following which the Contract shall be deemed to have expired.

2.15.2 Exit Plan

2.15.2.1 The Contractor shall, six (6) months after Contract award, deliver the final version of the Exit Plan. This final Exit Plan shall be reviewed, updated and maintained throughout the term of this Contract in accordance with this Condition 2.15. Prior to this, the Contractor's draft Exit Plan shall apply.

2.15.2.2 The Contractor shall comply with the Contractor's Exit Plan for the Exit Period to ensure that the Contractor can, at all times, satisfy its obligations following the termination or expiry of the Contract.

2.15.2.3 The Contractor shall review and when necessary update the Exit Plan twelve (12) Months prior to the end of the Term in accordance with the provisions of the Exit Plan and shall ensure that it is able to implement the Exit Plan throughout the Term in accordance with its terms. All such updates must be approved by the Authority.

2.15.2.4 The Contractor shall promptly comply with all reasonable instructions from the Authority with regards to the implementation of the Exit Plan, including co-operating with any Replacement Contractor and in relation to transfer of Contractor Personnel.

2.15.2.5 All costs incurred in developing, updating and implementing the Exit Plan shall be payable by the Contractor.

2.15.2.6 On expiration of the Contract, at any time and for whatever reason, the Authority shall not be liable for additional charge(s) other than those the Contract conditions that apportion liability to the Authority in respect of the winding up of the Contract, for the handover by the Contractor, to

any successor Contractor or the Authority, of all the data relevant to the performance of this work by that successor Contractor.

2.15.3 Obligation to Assist

- 2.15.3.1 Following termination or expiry of this Contract, the Contractor shall continue to comply with and implement the Exit Plan during the Exit Period to ensure the orderly and efficient transition of all activities undertaken or to be undertaken by the Contractor and Sub-Contractors under this Contract to the Authority. The Contractor and Sub-Contractors shall co-operate with all reasonable instructions of the Authority in connection with this transition.
- 2.15.3.2 The Contractor shall also provide any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the expiry date or termination date and to satisfy the obligations under Sub-Condition 2.15.3.
- 2.15.3.3 The Contractor shall also make key personnel reasonably available, during the Exit Period, to the Authority and / or any replacement Contractor, in order to affect the orderly and timely transfer of provision of the Services.
- 2.15.3.4 During the Exit Period and as specified in the Exit Plan, the Contractor shall make available, in a format which they would expect were they the successor, and to the satisfaction of the Authority the following:
 - 2.15.3.4.1 Any Intellectual Property Rights ("IPR") acquired from any third party as a direct result of the performance of this Contract;
 - 2.15.3.4.2 Any IPR created by the Contractor during the performance of the Contract (foreground IPR);
 - 2.15.3.4.3 Any IPR owned by the Contractor that existed prior to the date of this Contract (background IPR) that is used in the performance of this Contract;
 - 2.15.3.4.4 All GFX used by the Contractor in the performance of this Contract.
 - 2.15.3.4.5 All reports, databases, software etc produced over the period of the Contract.
- 2.15.3.5 The Contractor shall include a handover provision within the Exit Period, for any successor contractor or the Authority to be directly briefed by the present Contractor, in all matters that the successor contractor or Authority may raise as relevant to the past and/or future performance of work under the Contract. The handover will be carried out at a location most advantageous to its purpose and shall be agreed to by the Authority. The handover duration shall be defined in the Exit Plan and agreed with the Authority.

2.15.4 Re-Competition Data

2.15.4.1 Where the Authority requests it either as a separate deliverable or as part of the Exit Plan, the Contractor shall provide to the Authority the following information for the purpose of actual or potential re-competition of, and managing transition to any potential Replacement Contractor of the provision of, the RTES Requirement or similar to the RTES Requirement (in whole or in part):

- a. without prejudice to the timetable for, and provisions relating to, delivery of information relating to potential transferring employees as defined within the TUPE provisions within the Contract;
- b. the Management Information, less the Commercially Sensitive Information, from the date of the award of this Contract to the end of the expiry of the Contract (in accordance with Condition 2.15.2.1); and
- c. such other information used by the Contractor in its performance of its duties and obligations under the Contract, including (without limitation) processes, procedures, manuals, guides, instructions, repair and maintenance information, technical documentation in relation to software and equipment and configuration control documentation.

2.15.5 Continued Performance

- 2.15.4.1 Save as expressly specified in the Exit Plan, the Contractor shall throughout the Exit Period continue to perform its obligations in accordance with the provisions of this Contract.

2.16 SUSTAINABLE PROCUREMENT – BEST PRACTICE

2.16.1 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.

2.17 IMPORT AND EXPORT LICENCES, VAT

2.17.1 Subject to the provisions of DEFCON 528 'Import and Export Licenses', the Contractor shall be responsible for securing any licences or security clearances necessary to enable them to meet their obligations under the terms of the Contract and shall confirm to the Authority, with supporting evidence that such licences and clearances have been secured. No addition to the Contract price shall be accepted by the Authority in respect of these activities.

2.17.2 The Contractor shall make sure any Confidentiality Agreement, Technical Assistance Agreement or International Traffic in Arms Regulations Requirements or similar are in place to allow the Contract to be performed on time.

2.18 CAPITAL FACILITIES

2.18.1 The Contractor shall provide all resources necessary for the purposes of carrying out the requirements of this Contract other than those under Condition 6 – Loans, or those agreed as Government Furnished Assets at Annex G to the Contract.

2.19 AUTHORITY'S PERSONNEL

2.19.1 The Authority may engage organisations to assist it with the Contract. In such circumstances these parties (known as "Authority's Representatives") shall be deemed to be approved representatives of the Authority to whom the Contractor shall co-operate fully and provide all reasonable assistance to them in performing the roles and responsibilities assigned to them by the Authority.

2.19.2 Any contract placed by the Authority for the services mentioned in Condition 2.19.1 above shall include suitable provisions for the protection of the confidentiality of any information released under the said contract.

2.20 OFFICIAL AND OFFICIAL- SENSITIVE SECURITY CONDITION

2.20.1 Definitions

2.10.1.1 The term "Authority" for the purposes of this Annex means the Her Majesty's Government Contracting Authority. The term "Classified Material" for the purposes of this Annex means classified information and assets.

2.20.2 Security Grading

2.10.2.1 The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

2.20.3 Security Conditions

2.20.3.1 The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

2.20.4 Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

2.20.4.1 The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

2.20.4.2 Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.

<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

2.20.4.3 All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

2.20.4.4 Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

2.20.4.5 Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

2.20.4.6 Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

2.20.4.7 Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

2.20.5 Access

2.20.5.1 Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a *"need-to-know"*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

2.20.5.2 The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

2.20.6 Hard Copy Distribution

2.20.6.1 UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the

envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

2.20.6.2 Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

2.20.7 Electronic Communication and Telephony and Facsimile Services

2.20.7.1 UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

2.20.7.2 Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

2.20.7.3 Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

2.20.7.4 UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

2.20.7.5 UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

2.20.8 Use of Information Systems

2.20.8.1 The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

2.20.8.2 The Contractor should ensure 10 Steps to Cyber Security (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

2.20.8.3 As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

2.20.8.4 Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “*strong*” using an appropriate method to achieve this, e.g. including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the

equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “*Logon Banner*” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

2.20.9 Laptops

2.20.9.1 Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.

2.20.9.2 Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites¹. For the avoidance of doubt the term “*drives*” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

2.20.9.3 Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

2.20.9.4 Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either

¹ Secure Sites are defined as either Government premises or a secured office on the contractor premises.

in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

2.20.10 Loss and Incident Reporting

2.20.10.1 The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

[REDACTED – PERSONAL INFORMATION]

2.20.10.2 Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

2.20.11 Sub-Contracts

2.20.11.1 Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

2.20.11.2 The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf

2.20.11.3 If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 30 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

2.20.12 Publicity Material

2.20.12.1 Contractors wishing to release any publicity material or display hardware that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions

in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

2.20.13 Physical Destruction

2.20.13.1 As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

2.20.14 Interpretation/Guidance

2.20.14.1 Advice regarding the interpretation of the above requirements should be sought from the Authority.

2.20.14.2 Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

2.20.15 Audit

2.20.15.1 Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractor's processes and facilities by representatives of the Contractor's National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

2.21 LIMITATION OF CONTRACTORS LIABILITY

2.21.1 Neither Party limits its liability for:

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

2.21.2 The financial caps on the Contractor's liability set out in Condition 2.21.4 below shall not apply to the following:

- a) for any indemnity given by the Contractor to the Authority under this Contract.
- b) the Contractor's indemnity in relation to DEFCON 632 (Third Party IP - Rights and Restrictions); and

- c) the Contractor's indemnity in relation to TUPE at Annex W - Transfer of Undertakings (Protection of Employment) TUPE.

2.21.3 The financial caps on the Authority's liability set out in Condition 2.21.4 below shall not apply to the following:

- a) for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to all DEFCONS listed in this document
- b) the indemnity given by the Authority in relation to TUPE at Schedule 17 – Transfer of Undertakings (Protection of Employment) TUPE shall be unlimited.

2.21.4 Financial limits. Subject to Conditions 2.21.1 and 2.21.2 and to the maximum extent permitted by Law:

- a) Throughout the Term of the contract, the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
 - i.in respect of DEFCON 76 (Contractor's Personnel at Government Establishments) [REDACTED – COMMERCIALLY SENSITIVE] in aggregate;
 - ii.in respect of DEFCON 514 (Material Breach) [REDACTED – COMMERCIALLY SENSITIVE] in aggregate.
 - iii.in respect of DEFCON 611 (Issued Property) [REDACTED – COMMERCIALLY SENSITIVE] in aggregate.
 - iv.in respect of DEFCON 612 (Loss of or Damage to Articles) [REDACTED – COMMERCIALLY SENSITIVE] in aggregate.
- b) without limiting Condition 2.21.4. and subject always to Condition 2.21.1, 2.21.2 and 2.21.4.c, 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 Annex C – Key Performance Indicators) whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [REDACTED – COMMERCIALLY SENSITIVE] in aggregate.
- c) 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 Conditions 2.21.4(a) and 2.21.4(b) above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Conditions 2.21.4 and 2.21.4b of this Contract.

2.21.5 Subject to Conditions 2.21.1, 2.21.3 and 2.21.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

2.21.6 Condition 2.21.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

2.21.7 Consequential loss. Subject to Conditions 2.21.1, 2.21.2 and 2.21.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- a) indirect loss or damage;
- b) special loss or damage;

- c) consequential loss or damage;
- d) loss of profits (whether direct or indirect);
- e) loss of turnover (whether direct or indirect);
- f) loss of business opportunities (whether direct or indirect); or
- g) damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

2.21.8 The provisions of Condition 2.21.7 shall not restrict the Authority's ability to recover any reasonable out-of-pocket costs incurred by the Authority to the extent that they arise as a result of a Default by the Contractor (for the purposes of this clause, the term 'Default' as hereinafter defined in Condition 10.3.1).

2.21.9 Invalidity. If any limitation or provision contained or expressly referred to in this Condition (2.21) 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 (2.21).

2.21.10 Third party claims or losses. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCON 632 (Third Party Intellectual Property - Rights and Restrictions) 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:

- a) arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
- b) is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

2.21.11 No double 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 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.

3.0 SPECIFICATIONS, PLANS, ETC.

3.1 DEFCONS

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

- For the purpose of this Contract, the Contractor shall provide information in pursuant of this condition in accordance with Annex G (GFX List) to the Contract.

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

- For the purpose of this contract, Annex G to the Contract (DEFFORM 68) shall be used to document all Safety Data Sheet (SDS) relating to any article provided under this contract.

DEFCON 82 (Edn. 06/21) - Special Procedure for Initial Spares

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

DEFCON 601 (Edn. 04/14) – Redundant Material

- DEFCON 601 shall only apply to Government Furnished Assets provided under DEFCON 611 Issued Property and detailed at Annex G of the Contract.

DEFCON 602A (Edn.12/17) – Quality Assurance (with a Quality Plan)

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

DEFCON 607 (Edn. 05/08) – Radio Transmissions

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

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

DEFCON 624 (Edn. 08/22) – Use of Asbestos

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

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

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

DEFCON 658 (Edn. 10/22) – Cyber

- For the purpose of the contract, the Cyber Risk Assessment of this procurement is VERY LOW as defined in DEFSTAN 05-138. The reference number is RAR-Q86X7NJM

3.2 SPECIFICATIONS/REFERENCE DOCUMENTS

3.2.1 Final versions of all documents delivered under the Contract shall be submitted to the Authority's Project Manager for comment and deemed acceptable in accordance with Acceptance process at Appendix 5 to Annex A (ITEAP) to the Contract. Notwithstanding the requirements stated in Annex A to the Contract, the Contractor shall ensure all other

documents are subject to review and kept up to date throughout the Contract duration and made available within (10) days at the request of the Authority.

3.3 TECHNICAL OR DESIGN QUERIES

3.3.1 Any queries of a technical nature should be referred to the Project Manager (PM) in the first instance, Box 2 of the attached DEFFORM 111 refers.

3.4 QUALITY ASSURANCE

3.4.1 The Contractor shall comply with the following quality requirements:

3.4.1.1 Ensure that the Contract is carried out in accordance with the Quality Assurance requirements stated in the Contract and if applicable their own QMS. The Contractor shall notify, and make available to the Authority, the results of any quality activities (e.g. Audits) that may impact, directly or indirectly, the Project.

3.4.2 The following Quality Assurance standards shall apply to this Contract:

3.4.2.1 AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production.

3.4.2.2 A Certificate of Conformity (CoC) shall be provided in accordance with DEFCON 627;

3.4.2.3 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 Focal Point within 3 months of contract award.

3.4.2.4 Concessions shall be managed in accordance with DEFSTAN. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions

3.4.2.5 Any Contractor working parties shall be provided in accordance with DEFSTAN. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.

3.4.2.6 Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with DEFSTAN 05-135, Issue 2 - Avoidance of Counterfeit Materiel.

3.4.2.7 DEFSTAN 05-057 Issue 8 - Configuration of Defence Material.

3.4.2.8 Data supplied for Army Data Warehouse or for other uses shall meet Modelling & Simulation open and community standards as per DEF-STAN 03-50.

3.4.2.9 Where Government Quality Assurance (GQA) is to be performed against this contract will be in accordance with AQAP 2070 Edition B Version 4 NATO Mutual Government Quality Assurance (GQA) Process.

3.4.3 All references to the Quality Assurance Representative in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

3.4.4 The Authority retains the right to carry out Quality Assurance surveillance activities as required and to reject any items under the contract.

3.5 CONFIGURATION CONTROL

3.5.1 The Contractor shall conduct configuration management in accordance with DEFSTAN 05-57 and in accordance with the Configuration Management Plan. The Contractor shall ensure that the Authority's Project Manager (or his authorised representative) has full and free access to the Contractor's records of the configuration items and the configuration process.

3.6 SAFETY AND ENVIRONMENT

3.6.1 The Contractor shall conduct the RTES Requirement in accordance with:

- 3.6.1.1 Health & Safety at Work Act 1974
- 3.6.1.2 Environmental Protection Act 1990
- 3.6.1.3 DEFSTAN 00-56
- 3.6.1.4 DEFSTAN 00-051
- 3.6.1.5 DEFSTAN 05-057

3.6.2 The Contractor shall provide access to records including Sub-Contractor records, for Contract purposes; to enable the MOD appointed Independent Safety Auditor, Advisor or Assessor to carry out safety audits and other assessment activities to meet MOD safety requirements.

3.7 RISK & OPPORTUNITY MANAGEMENT

3.7.1 The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the Parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- a) particular risks and their impact; or
- b) risk reduction measures, contingency plans and remedial actions shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

3.7.2 The Contractor shall produce and manage the risk registers, reports and processes in accordance with the Statement of Requirement at Annex A to the Contract. The Risk & Opportunity Register shall be maintained by the Contractor for the duration of the Contract and shall include all risks in the supply chain including those of their sub-contractors.

3.7.3 The Contractor shall maintain the joint Risk & Opportunity Register using the appropriate risk management tool and shall make the Risk & Opportunity Register available to the Authority electronically.

3.8 NOTICE OF ACCIDENT

3.8.1 The Authority and Contractor will give immediate notice to each other by telephone and confirm in writing if the equipment is involved in an accident resulting in injury to persons or damage to property. In giving that notification the Authority and Contractor, both recognise that no admission of liability, offer, promise of payment or indemnity can be agreed without notice in writing to the Authority's commercial manager. Responsibility will be determined as set out in Condition 10.2 Alternative Dispute Resolution.

4.0 PRICE

4.1 DEFCONS

DEFCON 643 (Edn.12/21) – Price Fixing (Non-Qualifying Contracts)

DEFCON 647 (Edn. 05/21) – Financial Management Information

DEFCON 654 (Edn.10/98) – Government Reciprocal Audit Arrangement

4.2 CONTRACT YEARS 1-5 PRICING

4.2.1 The prices for Contract years 1-3 as detailed in Table 1 of the Schedule of Requirements (Initial Contract Duration) are Firm priced and shall not be subject to any variation.

4.2.2 The prices for Contract years 4-5 as detailed in Table 1 of the Schedule of Requirements (Initial Contract Duration) are Fixed priced and shall be priced in accordance with Condition 4.8 Variation of Price (VOP).

4.2.3 The prices shall include all costs of the Contractor satisfying his obligations under these items in accordance with the Terms and Conditions of the Contract. The prices are inclusive of all royalties, licences and taxes (excluding Value Added Tax).

4.3. GAINSHARE

4.3.1 The Authority and the Contractor shall review the Contract and the work carried out under the Tasking Orders for gainshare opportunities. This review shall seek to identify improvements in performance, time and cost to the mutual benefit of both parties.

4.3.2 Both parties agree that gainshare will be reviewed as part of the Quarterly Performance Meetings (QPMs) and will form part of the standard agenda of the QPMs. Findings will be recorded in the minutes of that meeting, along with the decision as to whether to implement the proposed change. Both parties may identify Gainshare proposals, and their practicality will be investigated jointly as a team approach.

4.3.3 A successful gainshare initiative will result in an amendment to the Contract or a Tasking Order by the mutual agreement of both parties.

4.4 OPTIONS

4.4.1 The Authority shall have the unilateral irrevocable right to extend the Contract by five (5) twelve (12) month periods known as the 'Option Years'. These Option Years are detailed in the Schedule of Requirements Table 2 – Option Years at Line Items 1 – 5. The Authority shall have the right to invoke these Option Years individually, as five (5) individual twelve (12) month periods, or any such combination of Option Years.

4.4.2 Should the Authority require to enact any combination of Option Years, then the Authority shall invoke the option(s) in writing to the Contractor, no less than twelve (12) calendar weeks before the expiry date of the Contract.

4.4.3 Should the Authority invoke any option to extend the contract in line with Condition 4.4.1 the ability to carry out additional Tasking (in accordance with Condition 2.9), for the same time period will also be invoked.

4.4.4 Should the Authority require to enact any of the options detailed at Table 3 – Additional Options, and in Annex A Statement of Requirement to the Terms and Conditions, then the Authority shall invoke the option(s) in writing to the Contractor, no less than four (4) calendar weeks before the commencement of the requirement and will be raised as an Amendment to the Contract.

4.4.5 The Terms and Conditions of this Contract shall apply to any Option Year(s) or other Options detailed in the Schedule of Requirements and Annex A to the Terms and Conditions, that are taken up by the Authority.

4.4.6 The Authority reserves the rights to seek competitive tenders for the option requirement(s) of this Contract. In such event, the Contractor shall not relinquish any of his obligations to supply the core services of the Contract.

4.4.7 The Authority shall not be obliged to exercise the options.

4.5 OPTIONS – PRICING

4.5.1 The Option Years, Schedule of Requirements Table 2 – Option Years Line Items 1, 2, 3, 4 & 5 shall be fixed price and if exercised by the Authority, shall be subject to indexation in accordance with Condition 4.8 Variation of Price (VoP) of this Contract. Other than this indexation the price shall not be subject to variation.

4.5.2 Schedule of Requirements Table 3 – Additional Options, Line Items 1, 2, 3, 4 & 5 shall be fixed priced and if exercised by the Authority, shall be subject to indexation in accordance with Condition 4.8 Variation of Price (VoP) of this Contract. Other than this indexation the price shall not be subject to variation.

4.5.4 Schedule of Requirements Table 4 – Additional Options (Unpriced), Lines Items 1, 2, 3, 4 & 5 shall be priced according to the RFQ process if they are exercised; Variation of Price (VoP) may apply.

4.6 EQUALITY OF INFORMATION

4.6.1 Using Annex V to the Contract, the Contractor shall complete an Equality of Information (E of I) Pricing Statement for all Contract amendments in accordance with DEFCON 643 'Price-Fixing (Non-Qualifying Contracts)'.

4.7 PRICING OF CHANGES TO THE REQUIREMENT

4.7.1 Where a change in requirement as detailed in the Contract Change Procedure at Condition 2.10 necessitates an adjustment to an agreed price under the Contract, or a new price to be added to the Contract, the Contractor shall submit to the Authority within 10 (ten) business days (or such other period of time as agreed with the Authority) of the request the following information in support of the price quoted:

- a. A firm price quotation, detailing labour, overhead and profit rates for the work required to be carried out under the proposed amendment. The quotation should provide to the Authority full visibility of the build-up of the price. This information shall contain sufficient detail as to allow the Authority accurately to assess the

extent to which the price quoted for the revised requirement is fair and reasonable.

4.7.2 All price changes shall be subject to DEFCONs 643 'Price-Fixing (Non-Qualifying Contracts)' and 647 'Financial Management Information' as appropriate.

4.7.3 Timely pricing of a proposed amendment is essential to the efficient execution of the Contract. The Contractor shall make all reasonable endeavours to supply information and negotiate within 30 days of the provision of the change by the Authority. The price within the Contractor's proposal shall be a fair and reasonable price, and the Contractor shall adopt a system of parallel working with the Authority (and his representatives) when preparing his quotation.

4.7.4 Unless otherwise agreed at Condition 4.7.5 below, no work under the proposed amendment shall commence until a price has been agreed.

4.7.5 Where, under exceptional circumstances, it is necessary for work to commence prior to an agreed price, the Authority may agree a maximum price limiting the Authority's liability.

4.7.6 The Authority, may at its own discretion, use an independent contractor to aid with the assessment of pricing.

4.7.7 In the event the change to the requirement is anticipated to be above £5M, the contractor shall price the change in accordance with the Single Source Contract Regulations 2014.

4.8 VARIATION OF PRICE

4.8.1 The prices stated in the Schedule of Requirements Table 2 – Option Years Line Items 1, 2, 3, 4 & 5 and Table 3 - Additional Options Line Items 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 are FIXED at 2022 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 Table 2 – Option Years Line Items 1, 2, 3, 4 and 5.

O represents the index "CPI (D7BT)"

O₀ represents the quarterly average OUTPUT Price Index figure for the base period 1st January 2021 – 31st December 2021

O_i represents the quarterly average of OUTPUT Price Index across the 12 months prior to the period for which variation is being added

a represents the Non-Variable Element (NVE), 0%

b represents the Variable Element, 100%

a+b=1

4.8.2 The index referred to in Condition 4.8.1 above shall be taken from the following Tables:

OUTPUT Price Index – ONS Publication Consumer Price Inflation Table mm23 Index
D7BT - CPI INDEX 00: ALL ITEMS 2015=100

4.8.3 The prices stated in the Schedule of Requirements Table 3 – Additional Options Line Items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 are FIXED at 2022 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 Table 3 – Additional Options Line Items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

O represents the index “G6VF – Electrical Equipment for Domestic Market”

O₀ represents the quarterly average OUTPUT Price Index figure for the base period 1st January 2021 – 31st December 2021

O_i represents the quarterly average of OUTPUT Price Index across the 12 months prior to the period for which variation is being added”

a represents the Non-Variable Element (NVE), 10%

b represents the Variable Element, 90%

a+b=1

4.8.4 The index referred to in Condition 4.8.3 above shall be taken from the following Tables:

OUTPUT Price Index – ONS Publication Producer price inflation time series (MM22) Table 1
G6VF – Electrical Equipment for Domestic Market

4.8.5 Indices published with a ‘B’ or ‘F’ marker, or a suppressed value, in the last 3 years are not valid for Variation of Price Conditions 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.

4.8.6 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.

4.8.7 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 Condition 4.8.6 above) shall then be applied.

4.8.8 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.

4.8.9 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.

4.8.10 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.

4.8.11 Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the requirements of this Condition 4.8 have been met.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 DEFCONS

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

- Under this contract, DEFCON 15 applies only where new fully funded work arises for the design and manufacture of any new equipment and/or software.

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

DEFCON 90 (Edn. 06/21) – Copyright

DEFCON 91 (Edn. 06/21) – Intellectual Property Rights In Software

- Under this contract, DEFCON 91 applies only where new fully funded work arises for the design and manufacture of any new equipment and/or software.

DEFCON 126 (Edn. 06/21) – International Collaboration

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

- For this contract, DEFCON 632 does not apply to software that is subject to DEFFORM 701

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

5.2 COMMERCIAL EXPLOITATION

5.2.1 If required, the Commercial Exploitation Levy Agreement template(s) at Annexes AE and/or AF shall be used.

5.3 MARKING OF DELIVERABLES

5.3.1 This Condition 5.3 shall apply in addition to and notwithstanding DEFCON 90. All Deliverable materials, documents and or works, including progress reports, shall be marked in accordance with the relevant Intellectual Property Rights (IPR) provision against which they are delivered under this Contract. Failure to do so shall be valid grounds for the rejection by the Authority of any such Deliverable.

5.3.2 In the event that any Deliverable by the Contractor or his sub-contractor or any tier is identified incorrectly as containing or comprising Background Intellectual PR or otherwise subject to third party rights (and such Intellectual Property Rights are Foreground IPR) then the Authority shall nevertheless be entitled to exercise its rights in relation to Foreground IPR.

5.3.3 In the case of single ownership of the Intellectual Property Rights (including copyright, design right and the information) in any Deliverable document, the body text shall be marked to indicate Background IPR and Foreground IPR and a key relating to such marking shall be provided by the Contractor.

5.3.4 In the case of any Deliverable document comprising or containing more than one copyright work, or the inclusion of any third party Background IPR (including copyright or

design right), the copyright work, the work in which design right subsists and/or the Background IPR shall be further marked to indicate the individual owners of each IPR (including design right) and/or copyright work including the relevant section, part, paragraph, diagram and or drawing and a key relating to such marking shall be provided by the Contractor.

5.4 CONFIDENTIALITY

5.4.1 Notwithstanding any other term of this Contract, the Contractor shall ensure all information released to sub-contractors and any third-parties for the performance of this contract shall be in accordance with DEFCON 531 'Disclosure of Information' and DEFCON 660 'Official-Sensitive Security Requirements' and the Security Aspects Letter (Annex H or I) to the Contract. An endorsed Confidentiality Agreement (DEFFORM 94 at Annex O to the Contract) shall be submitted to the commercial representative of the Authority identified in Appendix 1 to this Contract (DEFFORM 111) before any information is transferred or released from the contractor to sub-contractors and third-party suppliers.

5.5 AUTHORISATION BY THE CROWN FOR USE OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

5.5.1 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.

5.6 INTELLECTUAL PROPERTY RIGHTS - SUBCONTRACTS

5.6.1 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.

5.6.2 Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Annex P 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 they shall report the matter to the Commercial Officer (named below in DEFFORM 111) and await further instructions before placing the subcontract or order.

6 LOANS

6.1 DEFCONS

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

- Noting that the provisions of any warranty shall apply.

DEFCON 694 (Edn. 07/21) – Accounting for Property of the Authority

6.2 SUPPLY OF GOVERNMENT FURNISHED ASSETS (GFX)

6.2.1 The Authority will provide the Contractor with access to the Government Furnished Assets, Equipment and Services listed at Annex G to the Contract, for the sole purposes of carrying out any activities linked to their obligations under this contract.

6.2.2 Notwithstanding the Authority's rights contained in DEFCON 611. Where GFX is lost, the Contractor must notify the Authority in writing immediately and will be responsible for the cost associated with providing at a minimum a like for like replacement to the same standard.

6.2.3 Any parts or components used in the repair of any article shall conform to the relevant drawings and specification to ensure conformance after repair to the approved Build Standard of the article.

6.2.4 The Authority reserves the right to amend the list of GFX at Annex G by formal contract amendment and throughout the contract duration should additional/less GFX be justified in delivering a more cost effective/efficient RTES Requirement.

7 DELIVERY AND ACCEPTANCE

7.1 DEFCONS

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

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

DEFCON 507 (Edn. 07/21) – Delivery

DEFCON 524 (Edn. 12/21) – Rejection

DEFCON 525 (Edn.10/98) – Acceptance

DEFCON 621B (Edn. 10/04) – Transport (if Contractor is responsible for transport)

7.2 DELIVERABLES

7.2.1 The acceptance procedures that apply to the Deliverables detailed in Table 1 of the Schedule of Requirements are set out in Appendix 5 to Annex A (ITEAP) to the Contract.

7.2.2 The Contractor shall deliver in accordance with the timescales detailed in the Schedule of Requirements and Appendix 5 to Annex A (ITEAP) to the Contract.

7.2.3 The Contractor shall inform the Authority as soon as he becomes aware of any event or reasons likely to result in failure to meet the delivery schedule as per the Acceptance Process at Appendix 5 to Annex A (ITEAP).

7.2.4 The Contractor shall pack the articles to be delivered as detailed in the Schedule of Requirements in accordance with the Terms of the Contract and if no specific terms are agreed, the Contractor shall pack the articles to such standard as may be reasonable to protect the articles from the normal hazards of transport to the point of delivery and in accordance with DEFCON 129 'Packaging (For Articles other than Ammunition and Explosives).'

7.2.5 Unless otherwise provided for in the Contract, all containers (including packing cases and boxes) used by the Contractor shall be non-returnable and included in the Contract price.

7.3 ACCEPTANCE

7.3.1 For the purposes of this Contract 'acceptance' will be defined as confirmation and approval of the Milestone by the Authority, as outlined in Acceptance Process at Appendix 5 to Annex A (ITEAP) to the Contract.

8 PAYMENTS/RECIEPTS

8.1 DEFCONS

DEFCON 513 (Edn. 04/22) – Value Added Tax

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

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

DEFCON 649 (Edn. 12/21) - Vesting

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

8.2 PAYMENT

8.2.1 Stage payment for milestones in accordance with Condition 8.3 Stage Payment Scheme and as detailed at Annex F Milestone Payment Plan and in accordance with Schedule of Requirements Table 1 (Initial Contract Duration) Line Item 1, will be made upon achievement of each relevant milestone.

8.2.2 The Contractor shall be paid [REDACTED – COMMERCIALY SENSITIVE] in arrears as detailed in the Milestone Payment Plan at Annex F and in accordance with Schedule of Requirements Table 1 (Initial Contract Duration), Lines Items 2, 3, 4, 5 and 6 to the Contract to the satisfaction of the Authority's Project Manager and in accordance with the Annex C Key Performance Indicators (KPI).

8.2.3 Claims for payment shall be submitted to the Authority via Contract Purchasing and Finance (CP&F) and will be authorised providing they have been completed in accordance with the Terms and Conditions of the Contract.

8.3 STAGE PAYMENT SCHEME

8.3.1 The Authority shall, subject to the following provisions of this condition, make to the Contractor advances against the price(s) payable for Items in accordance with the Stage Payment Scheme set out in Annex F Milestone Payment Plan to the Contract.

8.3.2 The Contractor shall be entitled to stage payments, to be claimed in accordance with Condition 8.2 Payment for each stage under the Stage Payment Scheme, provided that:

a. the Contractor has completed all work comprised in the stage for which the interim payment is sought in accordance with Annex F Milestone Payment Plan and Acceptance Process at Appendix 5 to Annex A (ITEAP) to the Contract;

b. all previous stages have been completed, unless the parties expressly agree otherwise; and

c. the contractor shall have complied with all its contractual obligations which enable the Authority to monitor the contractor's contractual performance, including but not limited to those obligations related to the provision of information to the Authority.

8.3.3 Notwithstanding Condition 8.3.2 above, the Authority shall not be obliged to make an interim payment to the Contractor if it has reasonable cause to believe that the Contractor

will be unlikely to render complete performance of its obligations in respect of items in accordance with the Stage Payment Scheme set out in Annex F Milestone Payment Plan to the contract.

8.3.4 Where the Authority intends to rely on Condition 8.3.3 above as the basis for rejecting any claim for an interim payment which the contractor may make, the Authority shall give to the contractor notice in writing of its intention together with reasons and justification for the rejection.

8.3.5 The Authority shall without prejudice to any other right / remedy of either party be entitled to recover in full all interim payments made under the contract where:

- a. the Contract, or the part of the Contract under which Items in accordance with the Stage Payment Scheme set out in Annex F Milestone Payment Plan to the Contract are to be provided, is terminated otherwise than in accordance with DEFCON 656B (Termination for Convenience), or expires by reason of passing of time; and
- b. the Contractor has failed to complete performance of Items in accordance with the Stage Payment Scheme set out in Annex F Milestone Payment Plan to the Contract.

8.3.6 In the event of repayment to the Authority under the provisions of Condition 8.3.5 above then all that, which vested in the Authority, under the provisions of DEFCON 649 'Vesting' and which related to Items in accordance with the Stage Payment Scheme set out in Annex F Milestone Payment Plan to the Contract shall re-vest in and become the absolute property of the contractor.

8.3.7 Payment of an interim payment by the Authority under this Condition 8.3 Stage Payment Scheme shall not, unless expressly stated to do so, constitute:

- a. acceptance by the Authority of any contractual deliverable;
- b. a representation by the Authority that the contractor has complied with any contractual obligations; or
- a. a waiver of the Authority's right to subsequently claim that the conditions for payment of that interim payment were not satisfied.

9 CONTRACT ADMINISTRATION

9.1 DEFCONS

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

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

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

9.2 PERFORMANCE REPORTS

9.2.1 The Contractor will provide to the Authority on a monthly basis, within ten (10) Business Days of the end Contract Month, a report in accordance with the Statement of Requirements showing its performance against Annex C - Key Performance Indicators.

9.2.2 The Incident Sentencing Committee, which comprises of members of the Authority's RTES Project Team and the Contractor's RTES Project Team shall meet Quarterly and seek to agree the Service Credits which are to be applied on the basis of the reports provided. The Incident Sentencing Committee shall inform the Contractor of its decision within five (5) Business Days of its meeting.

- a. If the Incident Sentencing Committee cannot reach agreement having consulted as appropriate with their respective line managers, the matter shall be referred to senior management representatives of both parties shall resolve the matter as quickly as possible and inform the Contractor of its decision. If an agreement still cannot be reached, the matter shall be referred to the Alternative Dispute Resolution process as detailed in Condition 10.2.
- b. The Service Credits shall be applied to the following quarters total amount by the Contractor in accordance with Annex F – Milestone Payment Plan, or if the matter has been referred, the Service Credits shall be applied to the quarterly total amount next following the resolution of the matter.

9.3 MANAGEMENT INFORMATION SCHEDULE

9.3.1 For the purposes of the Contract, the frequency of progress report submission is included in the Management Information Schedule at Annex D to the Contract, and shall be submitted to the Authority's PM (Box 2, DEFFORM 111 attached).

9.3.2 Specified Management Information (MI)

9.3.2.1 The Contractor shall deliver to the Authority the Specified MI, as described in Annex D to the Contract and in accordance with the requirements set out in the Statement of Requirements (SOR) at Annex A to the Contract.

9.3.2.2 The provision of the Specified MI shall be measured in accordance with the provisions set out in the KPI Schedule at Annex C to the Contract.

9.3.2.3 Any reports or plans provided by the Contractor to the Authority in accordance with this Agreement, including but not limited to financial information, request for change (Condition 9.3.4 of the Contract), Earned Value Management (Condition 9.7 of the Contract), quality (Condition 3.4 of the Contract) and List of

Deliverables (Annex B) shall also, for the purposes of KPI Schedule (Annex C to the Contract), be treated as if it were Specified MI.

9.3.3 Acceptance

9.3.3.1 Subject to paragraph 9.2.2.1, the Authority shall review the Specified MI within fifteen (15) Business Days of receipt and inform the Contractor as to whether the Authority has accepted the submitted Specified MI.

9.3.3.2 Where the Authority does not accept the submitted Specified MI, it shall notify the Contractor in writing of:

9.2.3.2.1 the reason for the Specified MI not being accepted;

9.2.3.2.2 the amendments required; and

9.2.3.2.3 the additional information required.

9.3.3.3 The Contractor shall re-submit the Specified MI, responding to the amendment(s) and/or additional information requirements within five (5) Business Days of being notified by the Authority.

9.3.4 Changes to the Specified MI

9.3.4.1 Amendments to the format, structure or logic of the Specified MI may be proposed by either the Authority or the Contractor, including due to changes in the underlying assumptions or circumstances, accounting methodology, legislative changes or identification of errors or outdated information.

9.3.4.2 Where the Authority proposes an amendment to the format, structure or logic of the Specified MI, the Authority shall notify the Contractor in writing of:

9.3.4.2.1 details of the precise amendment being proposed; and

9.3.4.2.2 the rationale for the proposed amendment with supporting evidence and documentation.

9.3.4.3 The Contractor shall respond to the amendment(s) proposed by the Authority promptly, and in any event within five (5) Business Days, notifying the Authority, in writing, as to the expected impact of the proposed amendment on the Specified MI and any other MI and, where relevant, any impact on the Services.

9.3.4.4 The Contractor shall not pass on to the Authority any costs associated with the implementation of proposed amendments to the Specific MI.

9.3.4.5 The Authority will review the Contractor's assessment of the expected impact of the proposed amendment and will inform the Contractor whether the Contractor is to proceed with the amendment to the Specified MI.

9.3.4.6 Amendments to the format, structure or logic of the Specified MI proposed by the Contractor shall not be carried out without the express prior written agreement of the Authority. In relation to each such proposed amendment, the Contractor shall provide the Authority in writing with:

9.3.4.6.1 details of the precise amendment being proposed;

9.3.4.6.2 the rationale for the proposed amendment with supporting evidence and documentation; and

9.3.4.6.3 the expected impact of the proposed amendment on the Specified MI, any other MI and, where relevant, any impact on the Services.

9.3.4.7 The Authority may request any further information from the Contractor prior to deciding whether it accepts or rejects amendments to the Specified MI proposed by the Contractor and the Contractor shall provide such information as soon as reasonably practicable.

9.4 PROGRESS MEETINGS

9.4.1 The Contractor shall distribute the Quarterly Progress Reports (QPR) to Quarterly Progress Meeting (QPM) attendees at least ten (10) Business Days prior to the QPM. The Contractor shall attend meetings in accordance with the Statement of Requirements at Annex A to the Contract. For the purpose of this Contract, the frequency of reports, agendas and locations of the meetings shall be specified in the Statement of Requirement at Annex A to the Contract.

9.4.2 Other meetings are to be held at a convenient and mutually agreed time and location in association with the requirement.

9.5 KEY PERFORMANCE INDICATORS (KPIs)

9.5.1 The Contractor shall meet all of the stated KPIs and outlined in Annex C to the Contract.

9.5.2 Performance against the KPIs should be captured and fed back to the Authority in accordance with Annex D to the Contract.

9.5.3 If the Contractor fails to meet the agreed KPI, the Authority shall be entitled to reduce the total payment value in accordance with the Performance Deductions detailed at Annex C to the Contract.

9.5.4 The Contractor shall maintain records that should be identified with each payment claim and subject to audit by the Authority.

9.6 GOVERNANCE

9.6.1 The Authority and the Contractor shall both appoint a Project Manager who shall have overall responsibility for the delivery, management and oversight of the Contract. Details of the Authority's Project Manager can be found in Box 2 of Appendix 1 to the Contract DEFFORM 111 attached.

9.7 EARNED VALUE MANAGEMENT SYSTEM (EVMS)

9.7.1 The Contractor shall implement and maintain an Earned Value Management System (EVMS) to be used in the management of the Contract in accordance with the Statement of Requirement (Annex A to the Contract). The EVMS for this Contract shall comply with the DE&S PC Industrial Tailoring Guide and compliance shall be maintained for the duration of the contract.

9.7.2 The Contractor shall provide an in-year spending forecast and shall indicate to the Authority within five days if at any time the Contractor expects that the funds required to complete the contract will exceed the agreed contract value. Additionally, if the funds required within any fiscal year are expected to exceed the amount authorised by the Authority, the Contractor shall notify the Authority within no more than five days.

9.7.3 The Contractor shall make available to the Authority the reports in accordance with the EVMS Plan. The reports shall be made available to the Authority on a monthly basis and report current and cumulative project status information to at least level 4 of the Contract Work Breakdown Structure (CWBS).

9.7.4 The Contractor shall report all variances down to level 4 of the CWBS which exceed the thresholds agreed between the Contractor and Authority. Reports on variances shall clearly state:

- a. The cause of the variance and the potential impact of the variance on the overall project cost and schedule.
- b. All corrective actions taken and scheduled to mitigate the variance.
- c. State the new risks associated with this course of action that have been identified.

9.8 PUBLICITY

9.8.1 The Contractor shall not issue or otherwise publish any publicity or advertising material or provide any information to journalists concerning this Contract without the Authority's express consent.

9.9 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) (TUPE)

9.9.1 Should TUPE be considered to apply on Expiry, Partial Termination or Termination of the Contract, the Contractor shall comply with the Terms and Conditions of Annex W TUPE of this Contract.

10 TERMINATION

10.1 DEFCONS

DEFCON 514 (Edn. 08/15) – Material Breach

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

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

10.2 ALTERNATIVE DISPUTE RESOLUTION

10.2.1 The Parties agree to try and resolve any dispute arising under the Contract initially by discussion between the parties. A local ad hoc meeting may be convened for the purposes of attempting to resolve the dispute in the first instance.

10.2.2 In the event that the dispute remains unresolved, it shall be referred to Authority's Project Manager (PM) detailed at Box 1 of DEFFORM 111 and Commercial Officer (CO) for consideration. A meeting between the Authority's CO, the PM and their counterparts in the Contractor's organisation may be held for further clarification on the dispute.

10.2.3 In the event the dispute remains unresolved, it shall be referred to the Authority's Senior Commercial Officer and Portfolio Lead. A meeting between the two and their counterparts in the Contractor's organisation may be held for further clarification on the dispute.

10.2.4 If after the above referrals and any subsequent meetings with the Contractor as detailed in Condition 10.2.2 and 10.2.3 above, the dispute remains unresolved, the dispute shall be dealt with in accordance with DEFCON 530 'Dispute Resolution'.

10.3 DEFAULT & TERMINATION

10.3.1 In this Condition Contractor Default means: -

- a. Any failure by the Contractor to deliver the RTES Requirement within the timescales specified;
- b. Any material breach other than a failure to deliver the RTES Requirement under the Contract;
- c. Any persistent breach of any of the Contractor's obligations under the Contract. For the purposes of the Contract a persistent breach shall be a breach of the Contract by the Contractor as measured by the Key Performance Indicators in Annex C of the Contract other than a breach or event which falls into any of the categories of default set out in Conditions 10.3.1.a, 10.3.1.b, or 10.3.1.d;
- d. Breach of the requirements of DEFCON 68 'Supply of Data for Hazardous Articles, Materials and Substances', DEFCON 515 'Bankruptcy and Insolvency', DEFCON 518 'Transfer', DEFCON 520 'Corrupt Gifts', and DEFCON 660 'Official-Sensitive Security Requirements'.

10.3.2 The Authority retains the right to issue a Rectification Notice to the Contractor that will detail any Contractor default in accordance with Condition 10.3.1.

10.3.3 If the Authority has elected for a Rectification Notice in accordance with Condition 10.3.2. within 20 (twenty) Business Days (or such longer period as the Authority may specify) of the receipt of the Rectification Notice, the Contractor shall make a rectification proposal to the satisfaction of the Authority which shall, as a minimum, specify:

- a. The extent to which the Contractor proposes to rectify the Contractor Default;
- b. Details of all measures the Contractor proposes to take to rectify the Contractor Default, and
- c. The timescale within which the Contractor proposes to rectify the Contractor Default.

10.3.4 If the Authority receives the Contractor's rectification proposal under Condition 10.3.3 within 20 (twenty) Business Days (or such longer period as the Authority may specify) of the receipt by the Contractor of the Rectification Notice, the Authority shall consider the proposal and may accept, reject or amend the proposal.

10.3.5 If the Authority accepts or amends the Contractor's rectification proposal under 10.3.4, the Contractor shall rectify the Contractor Default in accordance with the proposal as accepted, and the Contractor shall take such action without imposing any additional charge on the Authority.

10.3.6 The Authority shall have the right to terminate the contract by providing notice in writing, if,

- a. The Contractor fails to make a rectification proposal in accordance with Condition 10.3.3 or fails to implement the rectification proposal under Condition 10.3.5, within the timescale and in the manner agreed in the rectification proposal accepted by the Authority or in the amended rectification proposal to which the Contractor and the Authority have agreed, or
- b. The Contractor does not take the remedial action as the Authority has specified in accordance with Sub-Condition 10.3.3.C; or
- c. The Authority and the Contractor cannot agree a mutually acceptable rectification proposal; or
- d. The Authority does not deem it appropriate to request a Rectification Plan in accordance with Condition 10.3.3.

10.3.7 The termination of the Contract shall be without prejudice to the rights, obligations and liabilities of the Parties which have accrued or become due prior to the date of termination.

10.3.8 In addition to the Authority's rights of termination under other Conditions/Clauses, the Contract or any part thereof may be terminated by the Authority at any time subject to three months' notice in writing to the Contractor. Where appropriate, the Authority may require the Contractor to furnish a report covering work to be done to the date of termination, with such recommendations as may be possible to make at that stage. The Authority's liability shall be

[REDACTED – COMMERCIALLY SENSITIVE]

confined to payment, within the provisions of the Contract, for work done to the date of termination.

Contract [701547413] for the Provision of Roundless Tactical Engagement System.

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 – PERSONAL INFORMATION]
Signature	[REDACTED – PERSONAL INFORMATION]
Date	01/02/2023

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

Name and Title	[REDACTED – PERSONAL INFORMATION]
Signature	[REDACTED – PERSONAL INFORMATION]
Date	27 January 2023

Appendix 1 - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED – PERSONAL INFORMATION]

Address:

[REDACTED – PERSONAL INFORMATION]

Email:

[REDACTED – PERSONAL INFORMATION]



8. 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

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

Name: [REDACTED – PERSONAL INFORMATION]

Address:

[REDACTED – PERSONAL INFORMATION]

Email:

[REDACTED – PERSONAL INFORMATION]



9. Consignment Instructions

The items are to be consigned as follows:

[REDACTED – PERSONAL INFORMATION]

3. Packaging Design Authority

Organisation & point of contact:

N/A

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



N/A

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

Branch/Name: N/A



N/A

(b) U.I.N. N/A

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.

5. Drawings/Specifications are available from

N/A

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>

6. Intentionally Blank

12. Forms and Documentation are available through *:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email:
Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:
STSP QA – [REDACTED – PERSONAL INFORMATION]

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

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

*** NOTE**
1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.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.