

Contract No: 702630450- S&MOCB/3415

For:

Provision for Technical Assurance Support

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And
Team Name and Address: <i>[Redacted]</i>	Contractors Name and Address: <i>[Redacted]</i>
Email Address: <i>[Redacted]</i>	Email Address: <i>[Redacted]</i>
Telephone Number: <i>[Redacted]</i>	Telephone Number: <i>[Redacted]</i>

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Standardised Contracting Terms and Conditions

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Commercially Sensitive Information means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority: (1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

4 Disclosure of Information

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

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

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

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Deliverables and Quality Assurance

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

9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

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

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

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

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.
- g. Further information on payment terms can be found at Schedule 7.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

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

19 Limitation of Contractor's Liability

Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to [Redacted]

- a.
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes
DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract
DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information
DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment
DEFCON 537 (Edn. 12/21) - Rights of Third Parties
DEFCON 538 (Edn. 06/02) – Severability
DEFCON 566 (Edn. 12/18) - Change of Control of Contractor
DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records
DEFCON 611 (Edn 02/16) – Issued Property
DEFCON 632 (Ed. 11/21) – Third Party Intellectual property -Rights and Restrictions DEFCON 649 (Edn. 12/21) – Vesting
DEFCON 658 - Cyber Risk Profile - Very Low – Risk Assessment Ref: 293292349
Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.
DEFCON 659A (Ed. 09/21) – Security Measures
DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements
DEFCON 703 (Edn. 06/21) - Intellectual Property Rights- Vesting In The Authority **Quality**

Assurance Conditions

DEFCON 602B (Edn 12/06) - QA without Deliverable Quality Plan
Def Stan 05-61 Part 4 Issue 3 (Contractor Working Parties)
AQAP 2110
NATO QA Requirements for Design, Development and Production

21. The special conditions that apply to this Contract are:
NOT USED

22 The processes that apply to this Contract are:
NOT USED

Schedules:

Schedule 1 - Additional Definitions of Contract

N/A

PURCHASE ORDER

Contract No: 702630450- S&MOCB/3415

Dated: 24 February 2022

Contractor	Quality Assurance Requirement (Clause 8)
<p>Name: Ordtek Limited</p> <p>Registered Address:</p> <p><i>[Redacted]</i></p>	<p>As per the project specific Quality Assurance Conditions.</p>

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contractor In electronic form to the Commercial and Project representative detailed in the DEFORM 111. To be Collected by the Authority N/A Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings: As and when requested by the Authority.	The Contractor is required to submit the following Reports: In accordance with Schedule 4- Statement of Technical Requirement.

Subject:	Subject:
Frequency:	Frequency:
Location:	Method of Delivery:
	Delivery Address:

Payment (Clause 14)

Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministryof-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

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

Description of Contractor's Commercially Sensitive Information:

Cross reference to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if Applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 30 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £122,979).</p> <p>Name (Block Capitals): <i>[Redacted]</i></p> <p>Position: MANAGING DIRECTOR For and on behalf of the Contractor</p> <p>Authorised Signatory <i>[Redacted]</i></p> <p>Date: 4 April 2022</p>	<p>B) Acceptance</p> <p>Name <i>[Redacted]</i></p> <p>Position: Asst Hd SALMO Commercial For and on behalf of the Authority</p> <p>Authorised Signatory..... <i>[Redacted]</i></p> <p>Date: 05.04.22</p>

C) Effective Date of Contract: On returned signature of Part B- Acceptance.

OFFICIAL

OFFICIAL-SENSITIVE COMMERCIAL

Schedule 3- Schedule of Requirements for the Provision for Technical Assurance Support

Item	Specification	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
				Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	Deliverables detailed in the Statement of Technical Requirements- Schedule 4 Including but not limited to: Document Review Geographical Data Review SANDS Datasheets	Two weeks from commencement of Contract and on delivery of required documentation from the Authority		As per Burn Rate Tracker	Monitored as per Annex A of Schedule 5. Capped at a Limit of Liability (LOL) [Redacted]
	Option				
2	ALARP Certificate	On Request	1	[Redacted]	
3	Additional Certification if required on request	On Request	1	[Redacted]	TBD

Total Firm Price	
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15OFFICIAL -SENSITIVE COMMERCIAL

Schedule 4 – Statement of Technical Requirement (SOTR)
Annex A to Schedule 4

DEFFORM 316
 (Edn 5/98)

Ministry of Defence

GOVERNMENT FURNISHED INFORMATION

<p>1. <u>ITT/Contract Number</u></p> <p>702630450-S&MOCB/3415 - Provision for Technical Assurance Support</p>	<p>2. <u>GFI Number</u></p> <p>001</p>	<p>3. <u>Contract Delivery Date</u></p> <p>From the date the Offer and Acceptance has been agreed and mutually signed in Schedule 2.</p>
<p>4. <u>Equipment/Equipment Subsystem Description</u></p> <p><u>GFI to be issued includes but is not limited to:</u></p> <p><i>[Redacted]</i></p>	<p>5. <u>Description of Deliverable Information</u></p> <p>All information supplied under this contract has been supplied in order for the Contractor to fulfil the Deliverables outlined in the Statement of Technical Requirements at Schedule 4.</p>	

OFFICIAL-SENSITIVE COMMERCIAL

<p>6. <u>Purpose for which information is required</u></p> <p>To deliver the Statement of Requirements at Schedule 4, and for this purpose only.</p>	<p>7. <u>Special Requirements/Comments</u></p> <p>[Redacted]</p>
	<p>[Redacted]</p>
<p>8. <u>Update/Further Submission Requirements</u></p>	
<p>9. <u>Medium of Delivery</u></p> <p>Electronic</p>	<p>10. <u>Number of Copies</u></p> <p>1</p>

Annex B to Schedule 4

DEFFORM 94
(Edn 12/20)

Ministry of Defence

Confidentiality Agreement

THIS AGREEMENT is made on the date of signature to Schedule 2, Part B Acceptance of this Contract.

BETWEEN The Salvage and Marine Operations (SALMO) Team, acting on behalf of the Ministry of Defence (hereinafter called "the Holder") of the one part, AND

Ordtek (hereinafter called "the Recipient") of the other part.

WHEREAS:

- A. The Holder owns certain valuable property and equitable rights in information identified or referenced in Appendix 1 to this Agreement (hereinafter referred to as "the Information");
- B. The Holder has agreed, by contract or otherwise with the Secretary of State for Defence (hereinafter called "the Authority") that Information may be disclosed to the Recipient for the purpose as identified in Appendix 1 to this Agreement (hereinafter referred to as "the Purpose"). The Authority has agreed that such disclosures will only be made to parties who have signed an appropriate confidentiality agreement with the Holder;
- C. The Recipient is willing to receive and hold the Information subject to the terms of this Agreement;

NOW the parties to this Agreement agree that in consideration of the disclosure of Information by the Holder or the Authority to the Recipient:

- 1. The Recipient shall, subject to the following provisions of this Agreement, hold the Information under conditions of strict confidence and shall not use, copy, or disclose the Information other than to the Authority, in whole or in part in any manner or form for other than for the Purpose.
- 2. The Recipient may disclose the Information under an obligation of confidence only to those of its officers and employees as need to know the Information for the Purpose. If the Recipient needs to disclose the Information to potential sub-contractors the Recipient shall first inform the Authority and the Holder for approval, obtain from the potential sub-contractor an agreement on behalf of the Holder in the same form as this Agreement, and forward it promptly to the Holder.
- 3. The restrictions and obligations in paragraphs 1 and 2 shall not apply to any of the Information which the Recipient can show:
 - a. is already known to the Recipient (without restrictions on disclosure or use) prior to its disclosure to the Recipient directly or indirectly from the Authority or the Holder; or
 - b. is received by the Recipient without any obligation of confidence from a third party having a right to disclose it; or
 - c. has been generated independently by the Recipient; or

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- d. is in or enters the public domain otherwise than by breach of this or another undertaking;
provided the relationship to the remainder of the Information is not revealed.
4. The Recipient shall not be in breach of this Agreement where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Recipient shall ensure that any new recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Condition.
 5. Any disclosure by the Recipient, as required by an act of law, shall be to the minimum extent necessary and shall not constitute a breach of this Agreement.
 6. On completion or termination of the Purpose or on written instruction from the Authority to the Recipient, the Recipient shall at the discretion of the Authority either, promptly return the Information, and any copies of it, to the Authority, or destroy the Information taking all reasonable steps to permanently expunge all electronic copies of the Information, and this Agreement shall terminate except for the restrictions and obligations in paragraphs 1 and 2.
 7. In the event that the Recipient is awarded the contract pursuant to its response to an ITT as part of the Purpose, the Recipient agrees that the terms of this Agreement shall apply to the Information disclosed (and any amended or extended versions of it) to the Recipient under the contract supplemented only by those requirements in the contract which relate to the use of the Information by the Recipient for the duration of the contract. On completion or termination of the contract the Recipient shall promptly return or destroy the Information in accordance with paragraph 6 above.
 8. The provisions of this Agreement shall be in addition to and not in substitution for any obligation of confidence, whether arising under contract or otherwise, between the Recipient and the Authority in respect of the Information.
 9. This Agreement does not include, constitute or imply any transfer, assignment or licence or rights in any information, whether or not identified in Appendix 1, owned by the Holder, other than that specified in paragraph 1.
 10. The Recipient hereby acknowledges that the Information is disclosed to the Recipient by or on behalf of the Authority on the basis that the Holder shall have no liability whatsoever to the Recipient arising from any use of the Information by the Recipient and the Recipient will bring no claim against the Holder in relation to the Information or any use of it.
 11. The Recipient shall notify both the Authority and the Holder if it becomes aware of, or reasonably suspects, any loss or actual compromise of any of the Information.
 12. This Agreement is personal to the Holder and the Recipient and shall not be assigned by either one of them without the prior written consent of the other which shall not be unreasonably withheld; provided that in all cases of assignment the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party to this Agreement.
 13. This Agreement (including Appendix 1) sets out the entire agreement between the Holder and the Recipient in connection with the subject matter of this Agreement. However, nothing in this Agreement shall affect the rights or obligations of either party in relation to the Authority in respect of the Information.
 14. Neither this Agreement nor any of its provisions shall be amended or waived unless agreed to in writing by duly authorised representatives of the Holder and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

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15. This Agreement is made subject to English [Scottish] law and to the exclusive jurisdiction of the English [Scottish] courts, and shall be effective as from the date of signature by the Recipient, and despatch to the Holder.

Signed on behalf of the Recipient by:

Signed on behalf of the Holder by:

[Redacted]

[Redacted]

In the capacity of: MANAGING DIRECTOR, In the capacity of: ORDTEK
Date:

Date: 4 APRIL 2022

Appendix 1 to
DEFFORM 94
(Edn 12/20)

1. THE PURPOSE

To allow the Recipient to respond to an Invitation to Tender, including performance of a subsequent contract- No 702630450- S&MOCB/3415 - Provision for Technical Assurance Support

2. INFORMATION TO BE PROTECTED UNDER THIS AGREEMENT

All items listed within Annex A to Schedule 4- Government Furnished Information

Signature below hereby invokes agreement to the terms of DEFFORM 94 in respect of the Information described herein.

Signed on behalf of the Recipient by:

Signed on behalf of the Holder by:

[Redacted]

[Redacted]

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In the capacity of: MANAGING DIRECTOR, In the capacity of:
ORDTEK

Date: 4 APRIL 2022

Date:

Schedule 5- Contract Burn Rate (Annex A attached Separately)

1. *[Redacted]*
2. The Excel table can be found at Annex A to this Schedule.
3. The Contractor is to record the name of each Ordtek Resource and the individual's Contracted Day Rate, in accordance with Schedule 7, para.5. The Contractor shall record the planned and actual hours worked against each Resource. The Contractor is to record the planned work at the beginning of each fortnightly Sprint and submit to the Authority for forecasting purposes. At the end of each Sprint the Contractor shall inform the Authority of the Actual hours worked against the planned forecast and provide the planned hours for the forthcoming Sprint. Each Sprint is for a period of 2 weeks.

Schedule 6 – Travel & Subsistence

1. Under this contract all Contractors are to adhere to the Civil Service Code which states that all employees and contractors must ensure public money and other resources are used properly and efficiently. Please ensure the following principles below are applied prior to undertaking any travel.

2. Principles

- Ask yourself if travel is essential: use email, phone, audio or video conferencing instead where appropriate.
- The number of people travelling to attend any meeting or event from a single area should be kept to an absolute minimum.
- You should not profit from official duties, nor be out of pocket.
- Spend taxpayers' money responsibly; if in doubt, confirm before committing funds.
- Choose the most cost-effective means of transport, taking account of potential subsistence costs.
- Get the right approvals and keep receipts to ensure a proper audit trail.

3. Accommodation

Rates for overnight stays must be pre-agreed and recharged at cost and with prior approval. Where possible hotel rates should be inclusive of Breakfast.

4. Travel

(the travel type should be selected to generate the best VFM for the Authority):

- Train = Standard Class, recharged at cost.
- Air = by Authority agreement in advance and recharged at cost and Economy class must be selected.
- Car = 30p per mile.
- Taxi = recharged at cost.

5. Subsistence:

- Breakfast = Included in Hotel Rate.

Over 5 hours	[Redacted]
Over 10 hours	[Redacted]
Over 12 Hours	[Redacted]
Evening Meal (overnight stay)	[Redacted]

N.B. Travelling Time is included in the hours above and no alcohol can be claimed as per MOD Policy.
Other - to be agreed in advance and recharged at cost.

6. All receipting for subsistence claims must be retained by the Contractor for the period of the Contract and 6 months thereafter and may be requested by the Authority for auditing purposes at any time during this period. All travel requests including all Accommodation and Travel costs shall be pre authorised by the Authority and invoices provided to the Authority for auditing purposes.
7. The Contractor is to ensure all T&S is captured on the Contract Burn Rate Tracker, Annex A to Schedule 5.
8. Travel and subsistence should only be required and used for the purpose of attending meetings at the MOD's request.

Schedule 7 – Payment Terms

1. The payment method for this Contract is CP&F.

Payment Profile

2. The payment profile for this Limit of Liability Contract is: Limit of Liability up to the value of *[Redacted]* (Ex VAT).
3. Payment shall be made at the end of every 2 month period to the Contractor following the Authority's receipt and approval of Deliverables detailed in Schedule 4- Statement of Technical Requirement and upon review and authorisation of a completed Annex A to Schedule 5 which shall clearly demonstrate the actuals worked at the end of each 2 month Sprint.
4. Annex A to Schedule 5 shall be filled out and submitted to the Commercial Officer named in the DEFFORM 111 on a fortnightly basis with the number of hours planned for the following two weeks, and the actuals completed for the two weeks just completed. **Agreed Rates**
5. All agreed rates are exclusive of VAT and T&S. Labour rates per person, per hour have been agreed as per the following:

Indicative Labour x1	Rate per Hour (ex VAT)
<i>[Redacted]</i>	<i>[Redacted]</i>
<i>[Redacted]</i>	<i>[Redacted]</i>
<i>[Redacted]</i>	<i>[Redacted]</i>
<i>[Redacted]</i>	<i>[Redacted]</i>
<i>[Redacted]</i>	<i>[Redacted]</i>
<i>[Redacted]</i>	<i>[Redacted]</i>

Invoicing

6. On completion and acceptance by the Authority of the Deliverables in Schedule 4 and approval of hours submitted within Schedule 5 Annex A, Burn rate Tracker, the Contractor will issue an electronic invoice via Exostar to the Authority with the number of hours in 'actuals' worked for the period of 2 months, to be submitted at the end of every 2 months including all T&S costs associated with this work, which shall be paid via CP&F.
7. The Contract shall expire when all the Deliverables within Schedule 4 have been met to the satisfaction of the Authority or the Limit of Liability has been reached, whichever comes first.

Schedule 8 – Security Aspects Letter



Salvage and Marine Operations

[Redacted]
Project Security Officer

[Redacted]



[Redacted]

Date of Issue: 24/02/2022

For the attention of:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

SECURITY ASPECTS LETTER FOR: 702630450- S&MOCB/3415 – PROVISION FOR TECHNICAL ASSURANCE SUPPORT

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.

2. [Redacted]

ASPECTS	CLASSIFICATION
[Redacted] [Redacted]	[Redacted]
[Redacted]	[Redacted]

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above

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specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract

4. The rules and regulations laid down within the following DEFCONs are to be strictly adhered to:
 - a. [Redacted]
 - b. [Redacted]
5. Will you please confirm that:
 - a. The requirements of this Security Aspects Letter and the UK Security Conditions are understood and will be complied with using the Acceptance letter at Annex A.
 - b. This definition of the classified aspects of the referenced Contract have been brought to the attention of the person directly responsible for security of classified material.
 - c. The definition is fully understood.
 - d. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]
 - e. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract¹.
6. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
7. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.
8. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

[Redacted]

¹ [Official Secrets Act 1989 \(legislation.gov.uk\)](https://legislation.gov.uk)

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Copy via email to:

[Redacted]

[Redacted]

[Redacted]

Annex:

A. Acceptance of SALMO Security Aspects Letter dated 24 Feb 2022.

Enclosures:

1. OFFICIAL SENSITIVE SECURITY CONDITION FOR UK CONTRACTS

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ANNEX A TO
SAL: S&MOCB/3415
DATED: 04/02/22

ACCEPTANCE OF SALMO SECURITY ASPECTS LETTER (SAL)

Receipt of the above SAL in reference to contract S&MOCB/3415 is acknowledged. On behalf of the contractor I confirm that:

- a. The definition is understood in context to para 5a – e inclusive and, all [COMPANY]. personnel (as defined within the contract) who require access to (DELIVERABLE) have been briefed on the security requirements in this SAL, and meet the security and access requirements, including need to know, clearance and nationality.
- b. The definitions of OFFICIAL-SENSITIVE Matter of the above contract, and all the security requirements in this SAL, have been brought to the attention of the person directly responsible for the security of this contract. This will include supplying suitable cascaded SALs and references to subcontractors.
- c. Individual need to know and access requirements in relation to DELIVERABLE, are strictly role-based, and therefore automatically rescinded on job change or departure and procedures will be taken to maintain this requirement.

All conditions and requirements in this SAL will be complied with.

Signed: *[Redacted]*

Date: 4 APRIL 2022

Name: *[Redacted]*

Job Title: MANAGING DIRECTOR, ORDTEK

Schedule 9- Statement of Requirement

[Redacted]

Schedule 10 – Cyber Implementation Plan (CIP)

(to be agreed and inserted after Contract Award)

[Redacted]

Schedule 11 – DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [Redacted]

Address: [Redacted]

Email: [Redacted]

[Redacted]

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

Name: [Redacted]

Address [Redacted]

Email: [Redacted]

☎☎ [Redacted]

3. Packaging Design Authority Organisation & point of contact:

Salvage and Marine Operations

(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

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: [Redacted]

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

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: MOD Abbey Wood (South) NH3 Ash 2A #3203 Bristol BS34 8JH, UK

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

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

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 **B.JSCS**

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

JSCS Fax No. 01869 256837

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

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

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