Schedule 1 - Definitions of Contract

Article

means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

Articles

means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.

Assets Subject to Special Controls (ASSC)

means a Contractor Deliverable which is:

- a. subject to the United States International Traffic In Arms Regulations (ITAR);
- b. subject to the 600 series of the United States Export Administration Regulations (EAR); or
- c. classified as Attractive to Criminal and Terrorist
 Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

ASSC Indicator

means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);

Authority

means the Secretary of State for Defence acting on behalf of the Crown:

Authority's Representative(s)

shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;

Business Day

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

Central Government Body

a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or
- d. Executive Agency;

Collect

means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging

means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

Conditions

means the terms and conditions set out in this document;

Consignee

means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order:

Consignor

means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract

means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);

Contract Price

means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor

means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

Contractor Deliverables

means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor:

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

Counterfeit Materiel

means any Contractor Deliverable or any part therebf whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:

- a. misleading marking of the materiel, labelling or packaging;
- b. misleading documentation; or
- c. any other means, including failing to disclose information; except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.

CPET

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

a. Carriage of Dangerous Goods and Use of Transportable
 Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
 b. European Agreement Concerning the International

Carriage

of Dangerous Goods by Road (ADR);

c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);

d. International Maritime Dangerous Goods (IMDG) Code;
 e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
 f. International Air Transport Association (IATA) Dangerous

Goods Regulations;

DBS Finance means Defence Business Services Finance, at the address stated

in Schedule 3 (Contract Data Sheet);

DEFFORM means the MOD DEFFORM series which can be found at

https://www.kid.mod.uk;

DEF STAN means Defence Standards which can be accessed at

https://www.dstan.mod.uk;

Deliver means hand over the Contractor Deliverables to the Consignee.

This shall include unloading, and any other specific arrangements,

agreed in accordance with Condition 28 and Delivered and

Delivery shall be construed accordingly;

Delivery Date means the date as specified in Schedule 2 (Schedule of

Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for

Collection;

Denomination of Quantity

(D of Q)

means the quantity or measure by which an item of material is

managed

Design Right(s) has the meaning ascribed to it by Section 213 of the Copyright,

Designs and Patents Act 1988;

Diversion Order means the Authority's written instruction (typically given by MOD

Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in

Schedule 3 (Contract Data Sheet);

Effective Date of Contract means the date upon which both Parties have signed the Contract;

Evidence

means either:

a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or

b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;

Firm Price

means a price (excluding VAT) which is not subject to variation;

First-Tier Sub-Contractor

means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

FLEGT

means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging; 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;

Government Furnished Assets (GFA)

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;

Independent Verification

means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

Information

means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

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;

Licence

means, in relation to clause 33 only, import licence, export licence or other import or export related authorisation, agreement, exception or exemption, including (but not limited to) the export licences required by the United States under the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) and Foreign Military Sales (FMS), or those required as a result of any applicable UK-US agreements;

Legal and Sustainable

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

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, or any exercise of Royal Prerogative:

Lower-Tier Sub-Contractor

means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

Materiel

means, in relation to clause 33 only, information, technical data, and items, including all goods, components of goods and software:

Military Level Packaging (MLP)

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply

Military Packager

Approval Scheme (MPAS)

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4); Military Packaging Level (MPL) shall have the meaning described in Def Stan 81-041 (Part 1);

means a mixture or solution composed of two or more substances;

MPAS Registered Organisation is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

MPAS Certificated Designer

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO

Mixture

means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Notices

shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract:

Overseas

shall mean non UK or foreign;

Packaging

Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract:

Packaging Design Authority (PDA)

shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;

Parties

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

Plastic Packaging Components

PPT

shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation; means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation

means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance

This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Primary Packaging Quantity (PPQ)

means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Publishable Performance Information

means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information:

Recycled Timber

means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:

pre-consumer reclaimed wood and wood fibre and industrial by-products;

post-consumer reclaimed wood and wood fibre, and h. driftwood;

reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;

Restrictions

means, in relation to clause 33 only, end use or end user restrictions including (but not limited to) restrictions on transfers to third parties or disclosure to individuals based on their nationality, residency status and/or employment status; Robust Contractor Deliverables shall mean Robust items as described in Def Stan 81-041 (Part 2)

has the meaning as defined in the Registration, Evaluation, Safety Data Sheet Authorisation and Restriction of Chemicals (REACH) Regulations

2007 (as amended);

Schedule of Requirements

means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Sensitive Information

means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy:

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG 4329

means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/faqs.html;

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Substance

means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Unique Item Identifier (UII)

means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of:

- NATO Stock Number (NSN);
- NATO Commercial and Government Entity (NCAGE) code;
- c. ASSC Indicator, where applicable;
- d. serial number; and
- e. part number;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

Schedule 2 - Schedule of Requirements for Contract No: JSENS/00199

For Land Environment Air Picture Provision (LEAPP) In Service Support

	Price (£) (Ex VAT)	(Ex VAT)
	Per Item	Total Inc Delivery
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	72	
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	N/A	N/N
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	e e	3 N/A N/A N/A

Schedule 3 - Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 31 December 2028

Condition 4 - Governing Law:

Contract to be governed and construed in accordance with:

English Law

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:

N/A

Condition 7 - Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: DES Commercial-294 (as per Annex A to Schedule 3 (DEFFORM 111))

Project Manager: DES OD-OpsMngr-176 (as per Annex A to Schedule 3 (DEFFORM 111))

Condition 18 - Notices:

Notices served under the Contract shall be sent to the following address:

Authority: GBAD-JSENS, Yew 0A #1045, DE&S, MOD Abbey Wood, BS34 8JH (as per Annex A to Schedule 3 (DEFFORM 111))

Contractor: Lockheed Martin UK Ampthill Ltd, Reddings Wood, Ampthill, Beds, MK45 2HD

Notices can be sent by electronic mail? YES

Condition 19.a - Progress Meetings:

The Contractor shall be required to attend the following meetings:

In accordance with Schedule 11 and Condition 47.10 to this Contract

Condition 19.b - Progress Reports:
The Contractor is required to submit the following Reports:
In accordance with Schedule 11 and Schedule 22 to this Contract
Reports shall be Delivered to the following address:
Authority's Representatives as per Condition 8 of this Schedule
Supply of Contractor Deliverables
Condition 20 – Quality Assurance:
Is a Deliverable Quality Plan required for this Contract? (tick as appropriate) No
If yes:
A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2)
A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2)
If required, the Deliverable Quality Plan and / or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within Business Days of Contract Award.
Other Quality Assurance Requirements:
In accordance with Schedule 11 to this Contract
Condition 21 – Marking of Contractor Deliverables:
Special Marking requirements:
If required, in accordance with Schedule 11 to this Contract
Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:
A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:
a) The Authority's Representative (Commercial)
b) Defence Safety Authority - <u>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</u>
to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: Contract Award

Condition 25 - Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date:

Contract Award

Condition 26 - Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? YES

Applicable to Line Items:

1-2 (hardware and software only)

If required, does the Contractor Deliverables require traceability throughout the supply chain?

Applicable to Line Items:

N/A

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

NO

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

2

Special Delivery Instructions:

If applicable, in accordance with Schedule 11 to this Contract

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Contract Condition 28.c.(4)):

Line Items: 2: Lockheed Martin UK Ampthill Ltd, Reddings Wood, Ampthill, Beds, MK45 2HD

Consignee details (in accordance with Condition 22):

Line Items: 2: Trade Receipts (Land), LEIDOS Donnington, Telford, Shropshire, TF2 8JT

Condition 30 - Rejection:

The time limit for rejection shall be 30 Business Days.

Condition 32 - Self-to-Self Delivery:

Self-to-Self Delivery required? NC

If required, Delivery address applicable:

Pricing and Payment

Condition 35 - Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Item 3 shall be on a limit of liability

Clause 46.2 refers

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) business days unless otherwise specified here:

N/A

Other Addresses and Other Information (forms and publications addresses and official use information)

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3 Annex A	DEFFORM 111 (Edn 10/22) Appendix - Addresses and Other Informati
1. Commercial Officer	8. Public Accounting Authority
Name: DES Commercial-294 Address: DE&S Abbey Wood, YewOA, Bristol BS34 8JH	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 2 44 (0) 161 233 5397
Email	2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD \$\frac{1}{2}\$ 44 (0) 161 233 5394
Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) Name: DES OD-OpsMngr-176) Address DE&S Abbey Wood, Yew0A, Bristol BS34 8JH Email	9. Consignment Instructions The items are to be consigned as follows: Document Deliverable shall be delivered to the Authority's Representative (PM) as detailed at Box 2, or a nominated representative as notified by the Authority.
	The second Ministry of Defence Transport
3. Packaging Design Authority Organisation & point of contact:	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 Freight Centre
(Where no address is shown please contact the Project Team in Box 2)	IMPORTS 2030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS 2030 679 81113 / 81114 Fax 0117 913 8943 Surface Freight Centre IMPORTS 2030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS 2030 679 81129 / 81133 / 81138 Fax 0117 913 8946
4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:	B. JSCS
DES OD-InventoryMgmt-158	JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837
Tel No:	Users requiring an account to use the MOD Freight Collection Service should contact

1. Quality Assurance Representative:

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.kid.mod.uk/maincontent/business/commercial/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.

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: JSENS/00199

Authority Changes

- 1. The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
- Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

- 3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
- 4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
- 5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - would, if implemented, materially change the nature and scope of the requirement (including its risk and resource profile, cost and/or schedule, availability of GFX) under the Contract; and:
 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
 - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or ii) the date of such determination.
- 6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
- b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

- 8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
 - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price, GFX requirement dates and/or Delivery Date; and
 - e. such other information as the Authority may reasonably require.
- 9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

- 10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
- 11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the

Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or

- b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the
- Authority Notice of Change (in which case such notice of change shall have no further effect).
- 12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
- 13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 - Contractor's Sensitive Information (i.a.w. Condition 12) for Contract No: JSENS/00199

Description of Tenderer's Sensitive Information: The Lockheed Martin UK Ampthill Limited proposal contains Lockheed Martin Proprietary Information throughout and is therefore considered Contractor Sensitive.
Cross Reference(s) to location of Sensitive Information in Tender: Entire ITN response.
Explanation of Sensitivity: The Lockheed Martin UK Ampthill Ltd Proposal contains Lockheed Martin Proprietary Information throughout and is therefore considered Contractor Sensitive.
This includes, specifically: Lockheed Martin rates, prices and technical responses. LEAPP SkyKeeper
Details of potential harm resulting from disclosure: Disclosure of our contractor sensitive information could negatively impact our competitive position for future proposals and opportunities in the event that this information is disclosed into the public domain.
Period of Confidence (if applicable): 5 Years from the date point to which proprietary information is provided.
Contact Details for Transparency / Freedom of Information matters: Name: Position: Commercial Manager Address: Lockheed Martin UK Ampthill Limited, Reddings Wood, Bedfordshire, MK45 2HD Telephone Number: Email Address

Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: JSENS/00199

Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract Number: JSENS/00199

Contract Title: Land Environment Air Picture Provision (LEAPP) In Service Support (ISS)

Contractor: Lockheed Martin UK Ampthill Limited

Date of Contract: 09/06/2025

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles to be supplied.

; OI

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Article 33 Communication attached in accordance with either:

DEFCON 68: or

Condition 9 of Standardised Contract 1A/B Conditions.

Contractor's Signature:

Name

Job Title: Commercial Manager

Date: 12th March 2025

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Schedule 7 Timber and Wood Derived Products Supplied under the Contract Data Requirements for Contract No: JSENS/00199

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A

Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: JSENS/00199

The Acceptance Procedure shall be in accordance with the Terms and Conditions of this Contract and Schedule 11 – Statement of Requirements/Work.

Schedule 9 - Master Data and Assumptions List (MDAL)

Ŷ	Title	Assumption
-	Disposal / De-commissioning of LEAPP Equipment Redundant Material (DEFCON 601) and Issued Property (DEFCON 611)	The de-commissioning/disposal of LEAPP hardware (Issued Property and Redundant Materiel) shall be funded via TAF to be awarded to LMUKA six months prior to the end of the Contract once the Authority's decommissioning/disposal plans are known.
5	IT Health Check (ITHC) Date	ITHC is assumed to be undertaken every February, with the Authority report issued to LMUK by 1 April each year
en	GFX	Delivery of training courses and software updates are dependent upon GFX to be made available as per the required dates.
4	Safety Management	If more than 1off Safety Notice is required per annum, these will be subject to PDS Tasking.
co.	Logistics	LMUKA will return repaired equipment back to the Authority in the transit boxes in which it was supplied. Any newly designed equipment procured under this contract will be supplied in accordance with DEFCON 129 clause 5 and its related Def Stan 81-41 parts 1 & 2.
φ.	Tariffs	LMUKA shall use reasonable endeavours to manage the risk of changes to direct and indirect import tariffs impacting on the contract price. Any impact which is unable to be mitigated will be flagged to the Authority at the earliest opportunity and, where appropriate, addressed through Final Price Adjustment.

Schedule 10 - Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. JSENS/00199

PART A - Notification of IPR Restrictions

1.	ITT / Contract Number	JSENS/00199		
2. □ #	3. Unique Technical Data Reference Number / Label	4. Unique Article(s)* Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
-	Skykeeper Ground Based Air Defence Battle Manager version LEAPP C2 Update 2021	Skykeeper Ground Based Air Defence Battle Manager version LEAPP C2 Update 2021	Licensed Software (please refer to DEFFORM 701 at Schedule 23)	Lockheed Martin UK Ampthill Ltd
7				
က		31		
4			31	
လ				
စ	6		22	
7			₩ ₩	
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o				7.0
10				
Please	Please continue on additional sheets where necessary.	ere necessary.		

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

PART B - System / Product Breakdown Structure (PBS)

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

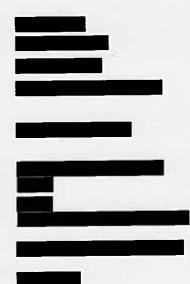
Nil Return

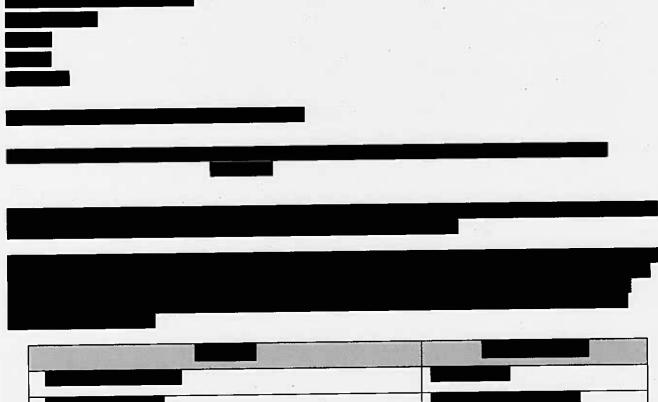
Schedule 11 - St	atement of Requ	irements/	<u>Work</u>	
JSENS/00199 V1	0 dated 02 lung	2025		
12EN2/00188 A1	.o dated 03 June	2025	*	

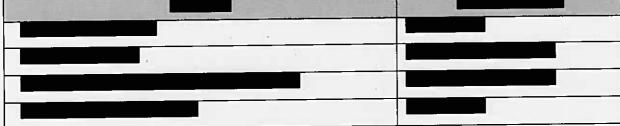
Schedule 12 Security Aspects Letter

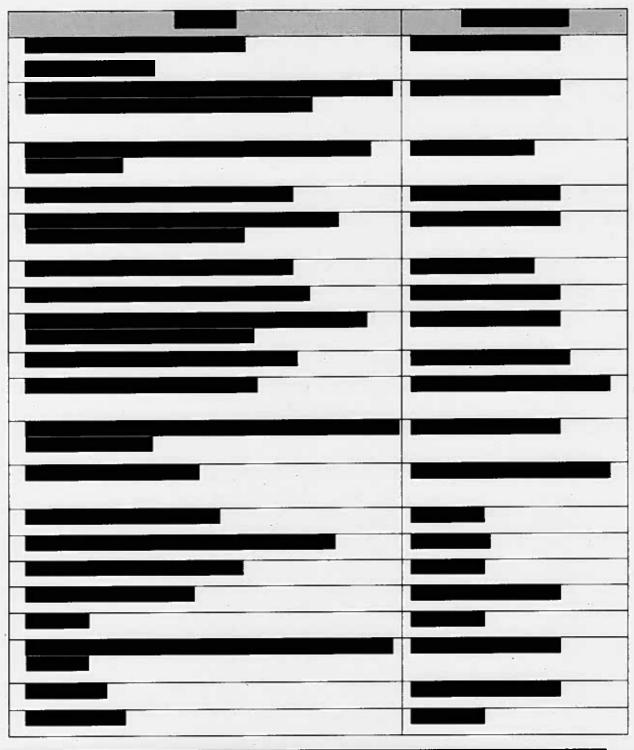


Ministry of Defence



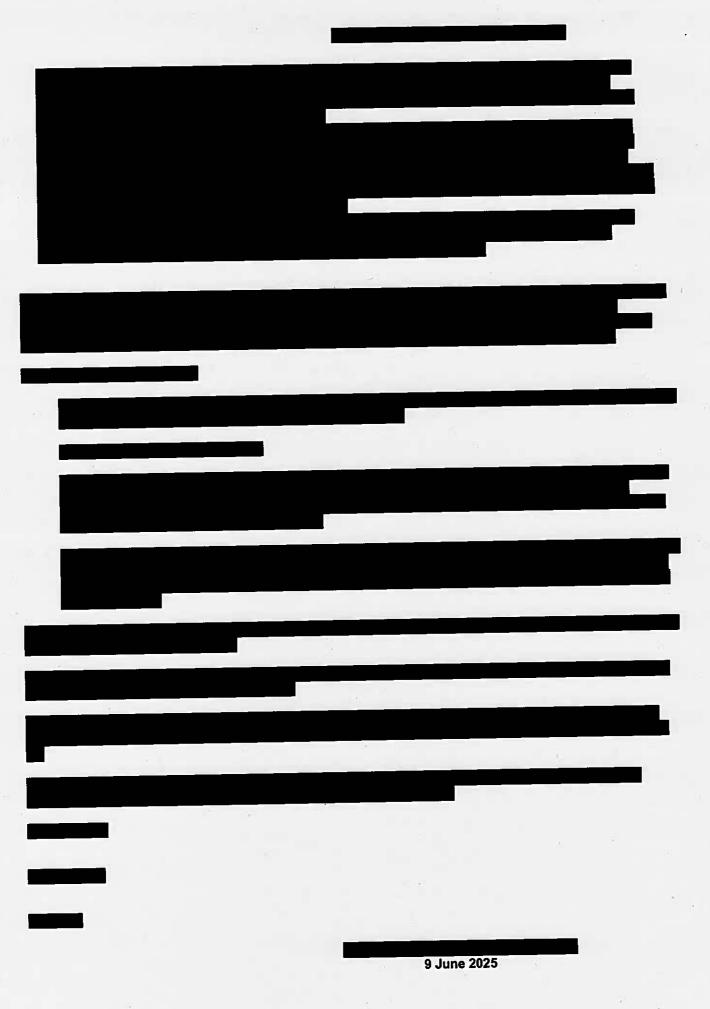




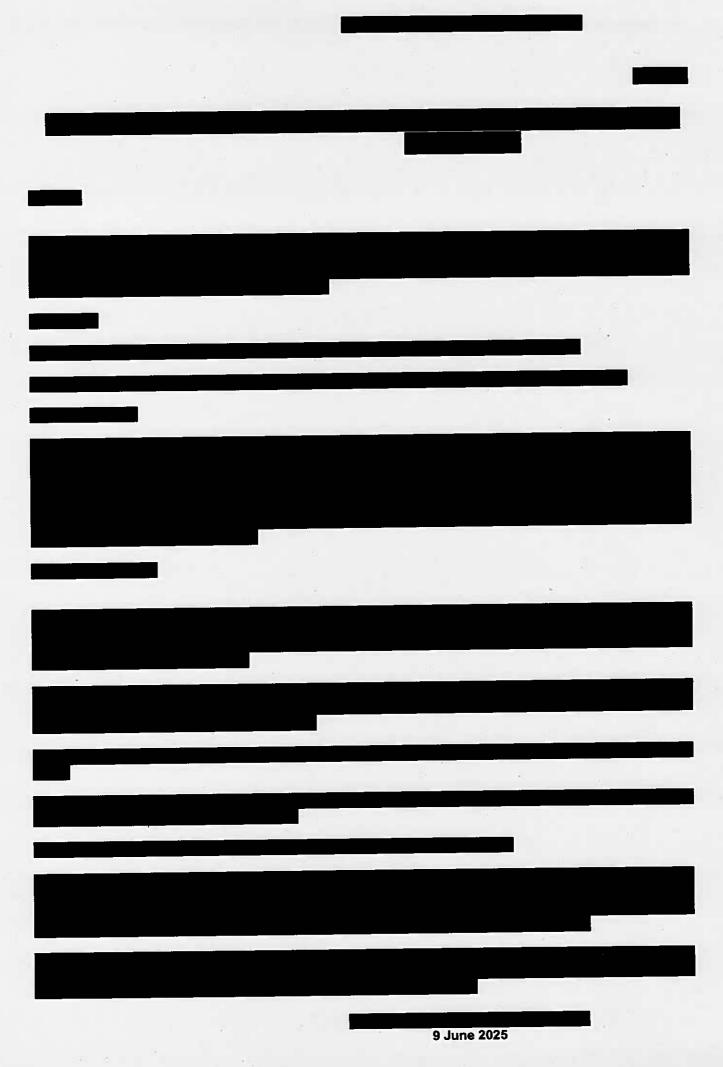


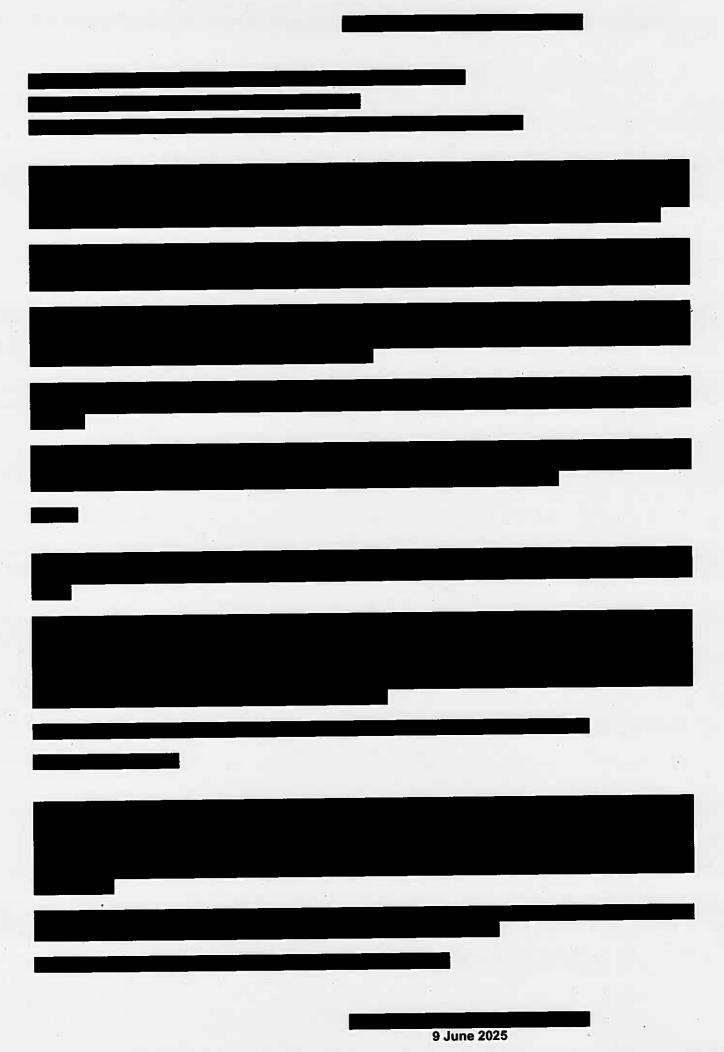


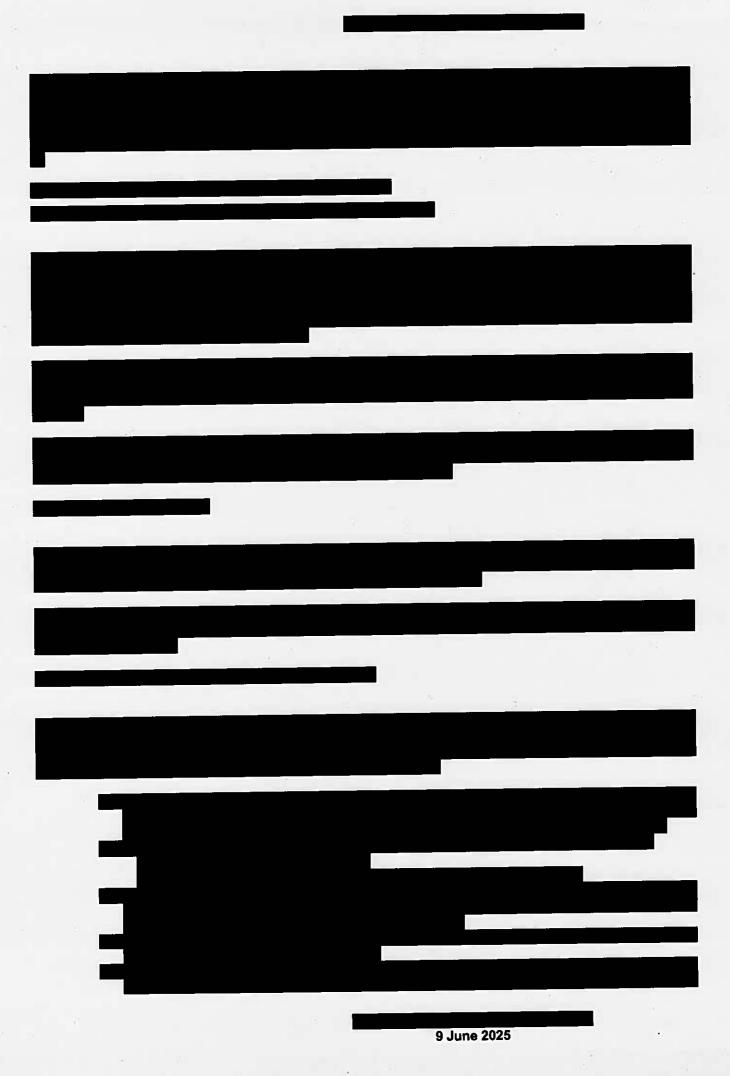
9 June 2025

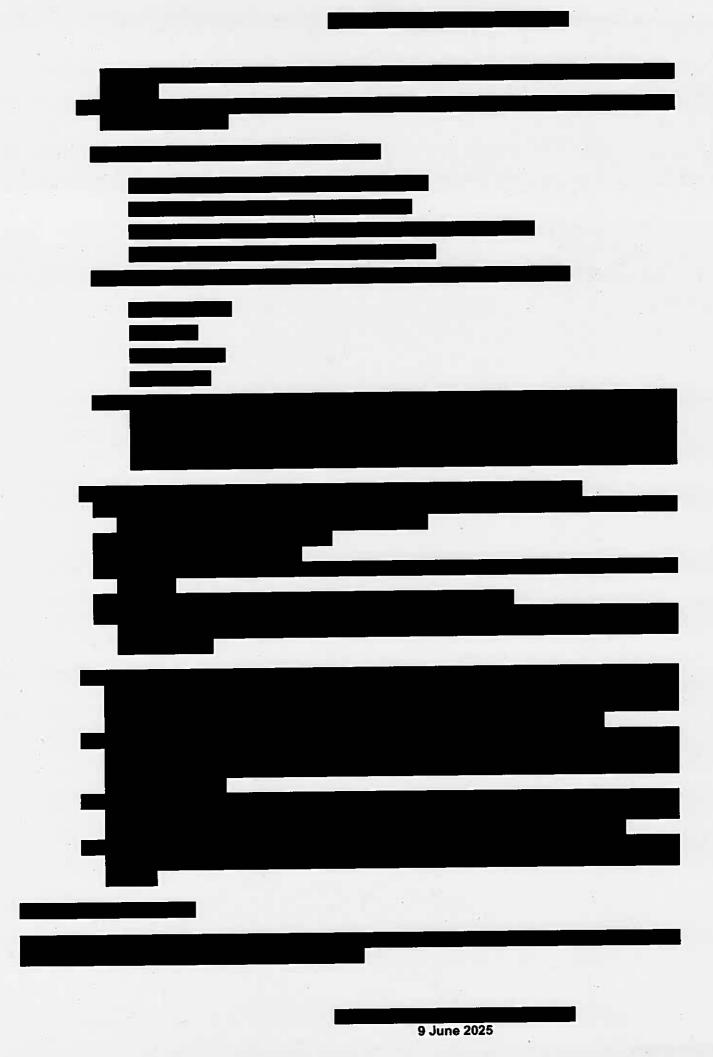


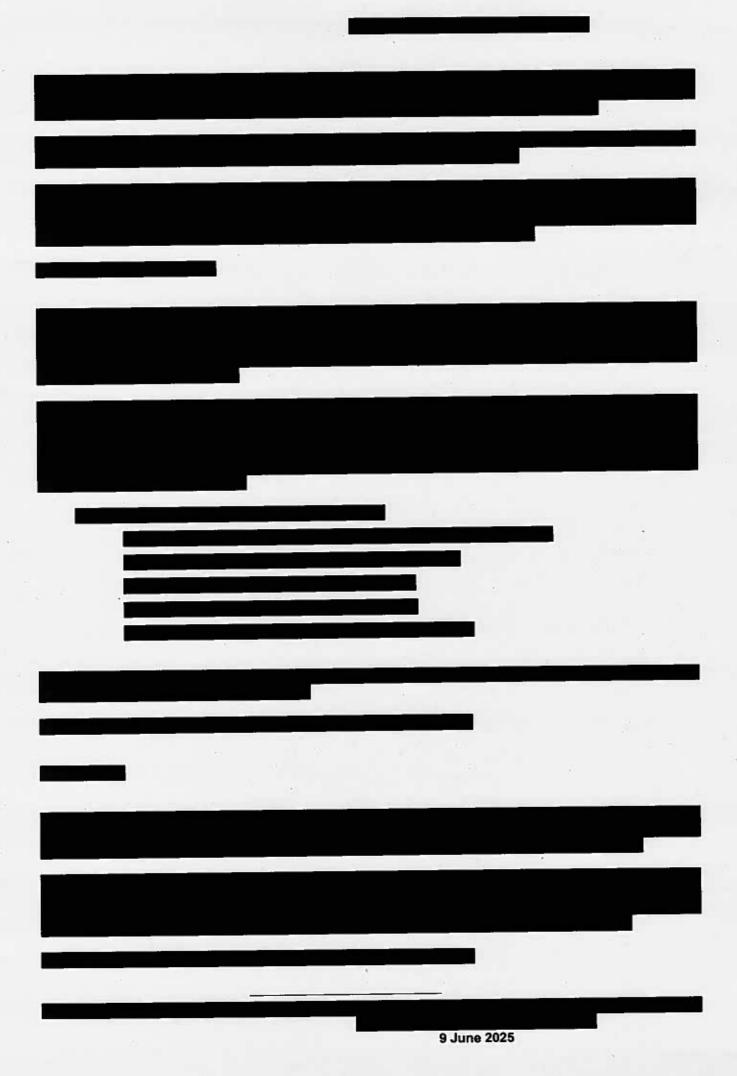


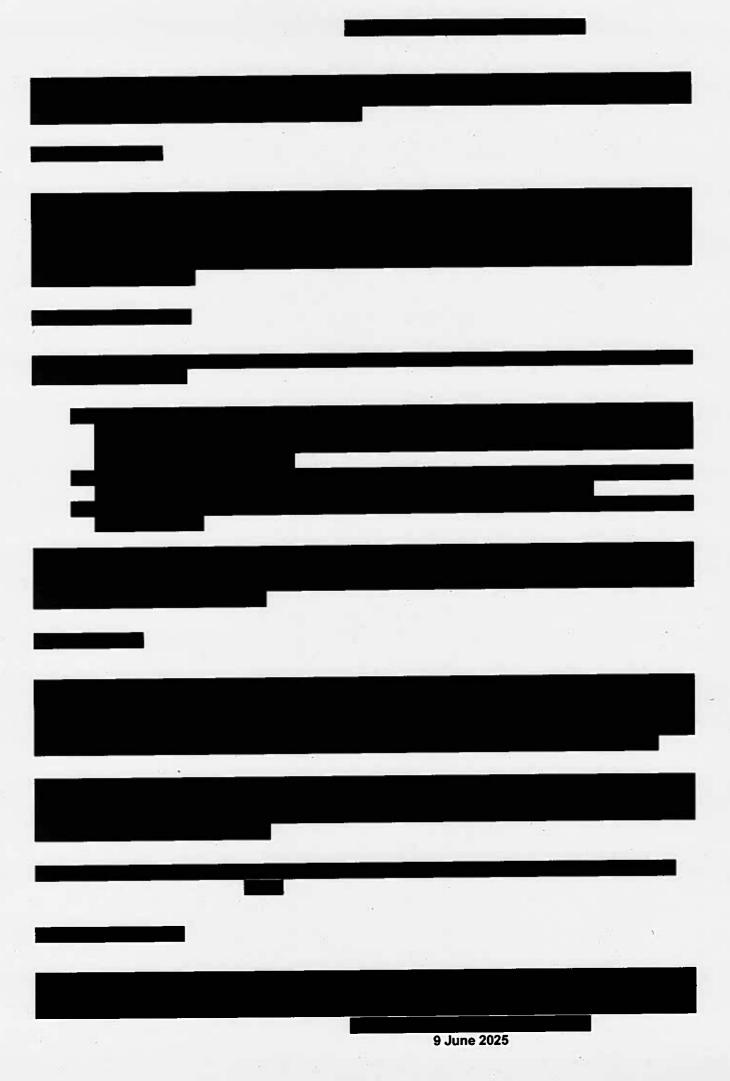


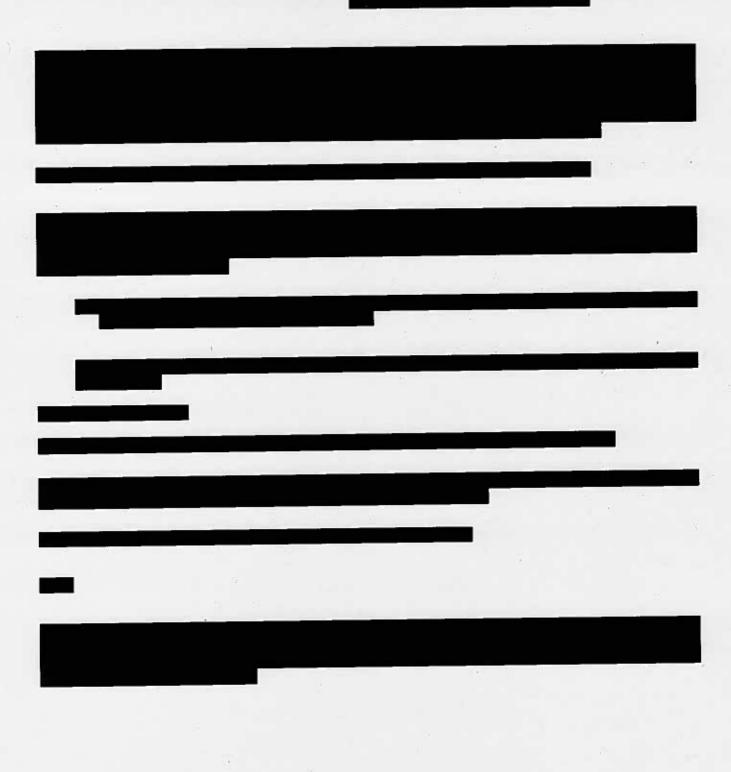


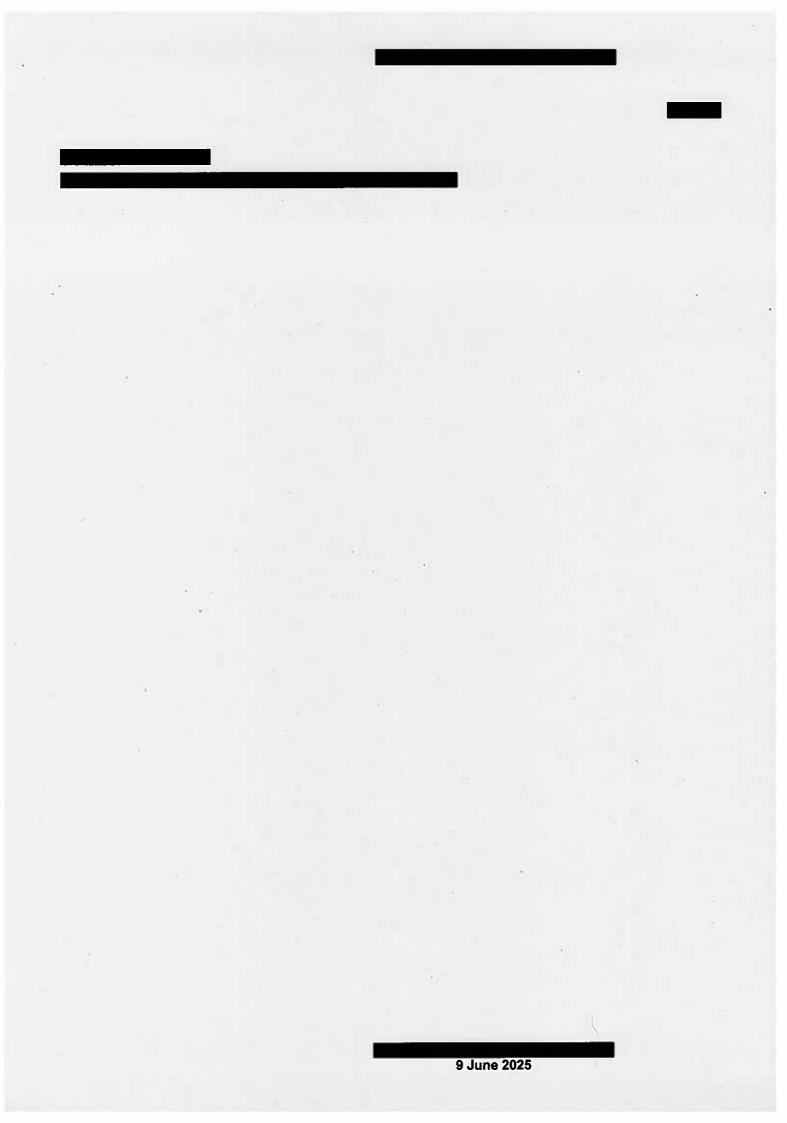












Schedule 13 - Monthly Service Charge for Line Item 1

	Value (£ VAT ex)	Invoice Date	Payment Due By
Payment 1		30 June 2025	31 July 2025
Payment 2		31 July 2025	31 August 2025
Payment 3		31 August 2025	30 September 2025
Payment 4		30 September 2025	31 October 2025
Payment 5		31 October 2025	30 November 2025
Payment 6	6	30 November 2025	31 December 2025
Payment 7		31 December 2025	31 January 2026
Payment 8		31 January 2026	28 February 2026
Payment 9		28 February 2025	31 March 2026
Payment 10		31 March 2026	30 April 2026
Payment 11		30 April 2026	31 May 2026
Payment 12		31 May 2026	30 June 2026
Payment 13		30 June 2026	31 July 2026
Payment 14		31 July 2026	31 August 2026
Payment 15		31 August 2026	30 September 2026
Payment 16		30 September 2026	31 October 2026
Payment 17		31 October 2026	30 November 2026
Payment 18		30 November 2026	31 December 2026
Payment 19		31 December 2026	31 January 2027
Payment 20		31 January 2027	28 February 2027
Payment 21		28 February 2027	31 March 2027
Payment 22		31 March 2027	230 April 2027
Payment 23		30 April 2027	31 May 2027
Payment 24		31 May 2027	30 June 2027
Payment 25		30 June 2027	31 July 2027
Payment 26		31 July 2027	31 August 2027
Payment 27		31 August 2027	30 September 2027
Payment 28		30 September	31 October 2027
Payment 29		31 October 2027	30 November 2027
Payment 29		31 October 2027	30 November 2027
Payment 30		30 November 2027	31 December 2027
Payment 31		31 December 2027	31 January 2028
Payment 32		31 January 2028	29 February 2028
Payment 33		29 February 2028	31 March 2028
Payment 34		31 March 2028	30 April 2028
Payment 35		30 April 2028	31 May 2028

Payment 36	31 May 2028	30 June 2028
Payment 37	30 June 2028	31 July 2028
Payment 38	31 July 2028	31 August 2028
Payment 39	31 August 2028	30 September 2028
Payment 40	30 September 2028	31 October 2028
Payment 41	31 October 2028	30 November 2028
Payment 42	30 November 2028	31 December 2028
Payment 43	31 December 2028	31 January 2029
Total		

Schedule 14 - Task Authorisation Procedure

- 1. Any work performed under Item 2 of Schedule 2 shall be in accordance with the procedures detailed below and the contract conditions.
- 2. Any work to be performed shall be authorised via the Tasking Form at Annex A to this Schedule.
- 3. Each Tasking Form will be allocated a unique sequential tasking order number by the Authority commencing Task 01.
- 4. The amount of bid preparation hours from the limit of liability of 2346 hours shall be proposed by the Contractor and agreed by the Authority for each Task.

1. Tasking Procedure

- 1.1 Tasks will be initiated by the Authority by the completion of Part 1 of the Task Authorisation Form (TAF) at Annex A to this Schedule. The TAF will then be forwarded by the Authority's Representative (Commercial) to the Contractor's Representative (Commercial) for costing. If the preparation of the TAF Part 2 response falls outside of the Contract limit specified in clause 46.5, then the additional wording shown on Annex A to this Schedule regarding bid costs shall be included in the Part 1.
- 1.2 On receipt of the TAF, the Contractor shall within 5 (five) Business Days confirm to the Authority, the acceptance or rejection of the TAF Part 1, its complexity level, proposed bid hours to be allocated (from limit of liability) and the rates to be used for pricing. If the Contractor rejects a TAF Part 1 then the matter shall be escalated via the governance process at Condition 1.4 below. If the Contractor does not confirm acceptance or rejection within the 5 Business Days then the TAF Part 1 shall deem to be accepted and the complexity level shall be deemed via the governance process at Condition 1.4 below. If the Authority does not agree with the Contractor's complexity level assigned to the TAF Part 1 then the matters shall be dealt with via the governance process at Condition 1.4 below. The Contractor shall complete Part 2 of the TAF and return to the Authority's Representative (Commercial) within the agreed timescales detailed at Condition 2 below, or unless otherwise agreed with the Authority, along with a proposal and cost breakdown for the task using the rates and prices agreed at Annex 2 to this Schedule to produce a Firm Price.
- 1.3 On receipt of the TAF, if acceptable, the Authority shall complete Part 3 by the validity date identified in the Part 2 by the Contractor, providing authorisation for the Contractor to conduct the task and will return the TAF to the Contractor's Commercial Officer. The Authority will record all approved tasks on Annex C to this Schedule by formal Contract Amendment in accordance with Condition 6 to this Contract.
- 1.4 The governance process, referred to at Condition 1.2 above, shall be as follows:
 - a. GBAD Senior Commercial Manager DES Commercial-294 and DES OD-OpsMngr-176 (representing the Authority) and LMUKA (the Contractor) Head of Commercial and LMUKA (the Contractor) Head of In-Service Support. Should this level of governance fail to reach a mutual consensus then either party may decide to refer to the next level of governance, below
 - b. GBAD TL DES PD-PL-036 (representing the Authority) and LMUKA (the Contractor) Business Area Director. Should this level of governance fail to reach a mutual consensus then the matter shall be referred for dispute resolution in accordance with Condition 40 of this Contract.

2. Part 2 Task Response Timelines

- 2.1 On receipt of the TAF and unless an alternative timescale is mutually agreed, the Contractor shall respond to the Authority by completing and submitting Part 2 of the TAF within the following timescales:
- a. Low Complexity 20 Business Days
- b. Medium Complexity 28 Business Days
- c. High Complexity 32 Business Days
- 2.2 For the avoidance of doubt, the Contractor shall advise the Authority of the level of the complexity of each TAF. The definition of the levels of complexity is detailed below:

Measure of Complexity	Low	Medium	High
Expected Value	Less than £100,000	£100,001 - £250,000	£250,000+
Supplier/Sub-Contractor involvement	0 Key Suppliers / Sub Contractors and 0 non- Key Suppliers	Up to 3 Key Suppliers / Sub Contractors and up to 2 non-Key Suppliers	Up to 5 Key Suppliers / Sub Contractors and up to 5 non-Key Suppliers
Task Duration	Less than 4 months	Less than 6 months	6 months +
Design Change Complexity	Nil Change	Minor Change	Major Change
Level of Risk (estimate)	Less than 5% of cost	Less than 30% of cost	Less than 50% of cost

3. Procedure for Change to Existing Tasks

- 3.1 Changes to TAFs shall be managed in accordance with Schedule 4 to this Contract. For clarity the following procedures apply:
 - 3.1.1 A change may be proposed by the Authority or by the Contractor;
 - 3.1.2 If the change is requested by the Contractor, they shall provide a written request detailing the change required, the reasons for the change, and an indication of the impact to delivery, price and milestone payment plan (if applicable to the task), for the Authority's consideration.
 - 3.1.3 If the Authority wishes to either:
 - 3.1.3.1 pursue a requested change; or
 - 3.1.3.2 propose a change

it shall notify the Contractor by re-issuing Part 1 of the TAF, updating the issue number accordingly.

- 3.1.4 The Contractor shall then issue Part 2 of the up-issued TAF within the appropriate timelines at Condition 2.1 above, depending on the Priority, as a formal quotation for the Authority's consideration
- 3.1.5 The Authority shall endeavour to respond to the Contractor's completed Part 2 within 10 (ten) Business Days. It shall either:
 - 3.1.5.1 approve the change by re-issuing Part 3 of the up-issued TAF; or
 - 3.1.5.2 reject the change by email notification to the Contractor.
- 3.2 The Authority shall update Annex C to this Schedule (List of Approved Tasks and Repairs) by formal Contract Amendment in accordance with Condition 6 to this Contract.

Annex A to Schedule 14 Task / Repair Authorisation Form

Part 1 - Request for Task

Commercial Officer Approval:

The Authority has a requirement for the following Task:

TAF/RAF No	Task Title	
Priority:	Date Raised:	Originator:

Task Description:

Bid Costs

Bid costs will be chargeable to the Authority. In order to facilitate this process:

- 1. The Contractor will propose the complexity, proposed bid hours required and contractual rates to the Authority within 5 working days of receipt of this Part 1 which are to be mutually agreed by the Authority within 10 Working days.
- 2. In the event that the Authority has utilised the bid hours included in the contract, then the Authority shall either issue a limit of liability purchase order or authorise the Contractor to include bid costs within the Part 2 Proposal in accordance with the following valueVs:
- 3. The final bid costs/hours will be submitted within 5 working days of Part 3 approval or rejection, unless an alternative time scale is mutually agreed by the Parties.

Part 2 - Provision of Quotation/Proposal (to be completed by the Contractor) Task Proposal: Level of Complexity: **Breakdown of Cost:** Name Position Date Signature Part 3 - Authorisation to Proceed Approval to proceed with JSENS/00199 TAF/RAF (delete as appropriate) _____ against a Firm price of Ex VAT: **Project Manager's Approval** Signature...... Name..... Post Title Date **Finance Officer Approval:** Signature....... Name...... Post Title Date

Signature	Name	
Post Title	Date	
Part 4 - Task Completi	on report (to be completed by the	Contractor)
JSENS/00199 TAF/RAF Any required evidence is	(delete as appropriate)s also provided.	is now considered to be complete.
Signature	Name	
Post Title	Date	
Part 5 - Confirmation	of Task Completion by the Authori	ty's Project Manager
Signature	Name	
Post Title	Date	
Upon signature of Par	t 5, the Contractor can submit clai	m for payment.

Annex B to Schedule 14

Provisional Rates for LEAPP Support Tasking

1. LEAPP Support Labour Rates

		1 Janu	ary - 31 December	
Rates	2025	2026	2027	2028
Direct Labour Rate				2
Engineering				
Industrial				
Overhead and G&A R	ate			
Labour Overhead				
General & Admin				
Profit Rate				
Profit *				

^{*}The Profit rate for individual tasks shall be determined in accordance with SSRO guidelines

Annex C to Schedule 14

List of Approved Tasks and Repairs

TASK NO	DESCRIPTION	VALUE (£) Ex VAT

REPAIR NO	DESCRIPTION	VALUE (£) Ex VAT

Qty | Location | Comments Required to Required from Class. Reason for Requirement GFA Type Requirement Description **LEAPP Reference System** Item Title Sensor Related GFX Loan Type GFX Ref No.

9 June 2025

Schedule 15 Government Furnished Assets

9 June 2025

Comments The Following Table consists of Items which are not "issued" to the contractor but are made available for the purposes of enabling the contractor to Thorney Island Location 49 Bty / Q. N/A Duration of the course Required to days prior to the course Required from 3 working Class. ¥ Agree required facilities, equipment and APNs to be made available so course commencement there are no delays to requirement and delivery Reason for GFA Type from the Authority Representatives and 49Bty Fitter Section Requirement Description fulfil its obligations under the contract Item Title Staff Support Loan Type ပ္သ TR001 Ref. . O

_		
2	49 Bty / Thorney Island	49 Bty / Thorney Island
	₹ Ž	N N
	Duration of the Course	Duration of the course
	3 working days prior to the course	Duration of the course
	N/A	NA
	Delivery of Training Course	Delivery of the training course
	Y/N	A'N
	Site access to Baker Barracks for the Contractor's personnel	Six (6) course attendees at Class 2 Vehicle Maintainer Level or Level 1 or Level 2 Vehicle Technician Level and the necessary stationary provided for the period of the course
	Site Access	Trainees
×.	CSI	<u>8</u>
	TR006	TR007

Schedule 16 Not Used

Schedule 17 Contract Data Requirements (CDRs)

DEFFORM 315 (Edn.04/24)

1. ITT/Contract Number JSENS/00199	2. CDR Number	3. Data Category Operations and Maintenance	4. Contract Delivery Date As stipulated in any Task which falls under Work Package 2 of Schedule
5. Equipment/Subs Land Environment A (LEAPP) Support Co	ir Picture Provision	specified under the Telephone definition within DEF including (but not lime.) Operating Instruction Inspection Procedu. Level 1, 2, 3, and 4 Maintenance Procedu. Fault and Repair Repart Numbers, NAT (NSNs) and CAGE c	and Maintenance In Data Pack (ILS) as Fechnical Information STAN 00-600 Inited to): Ines; Ines; Repair and Iures; Inecords and Log Cards; To Stock Numbers
	*	records. The Technical Inform be of sufficient detail the Authority to (either party on its behalf) sa	aation Data Pack shall and quality to enable er by itself or, by a third afely: integrate, naintain, repair, support tform, System, or
7. Purpose for whice Operation repair and equipment For the purposes includes 4a, 4b, 4c, 4d	maintenance of uded in DEFCON 16	a. Applicable DEFCO DEFCON 16 (Edn.10 DEFCON 21 (Edn.10 b. Special IP Condition	erty Rights DNs D/04) D/04)
Subject to Tasking ur Schedule 9.		ents of Schedule 9, or as othe	erwise required by
10. Medium of Deliv	ery	11. Number of Copie	es
Electronic (format.do	cx)	1 (one) copy	

Schedule 18 - Design Rights and Patents (Sub-Contractor's Agreement)

DEFFORM 177 (Edn 03/80)

Not Required

Schedule 19 - Transfer Regulations - Employee Transfer Arrangements on Exit

1. Definitions

- 1.1 In this Schedule 19, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires.

"Data Protection Legislation" means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Data Protection Regulation"); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations:

"Employee Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing Services;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract:

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations:

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. Employment

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

- 2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):
 - (a) Supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
 - (b) Supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 19 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;

(c) Provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;

(d) Acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;

(e) Inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
 - (a) Ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 19 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;

(b) Inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;

- (c) Enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 19 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.
- 2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 19 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date. The Authority and the New Provider shall ensure that any Data regarding the transferring Employee provided to the New Provider is treated as confidential.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
 - (a) Materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) Replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
 - (c) Reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
 - (d) Terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 19.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 19 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Transferring Employees

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this Contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
 - (a) Before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
 - (b) Comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Transferring Employees

- 2.3.1 If a claim or allegations is made by an employees or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "Unexpected Transferring Employee") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:
 - (a) The Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
 - (b) If the unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and
 - (c) The Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
 - (i) Any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) Any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
 - (iii) Any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or claim for discrimination, including but not limited to sex, race, disability, age, gender, reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or claim for equal pay, or compensation for less favourable treatment of part time workers or fixed term employees which is attributable to:

- (A) To a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person;
- (B) Directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

(C) To the acts/omissions of the Authority or a New Provider;

- (iv) Any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim but excluding such proportion or amount of any liability that the Authority or New Provider will be responsible for, as set out in Clause 2.3.1(c)(iii) above, which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed):
- (v) Reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

(vi) Legal and other professional costs reasonably incurred.

- (vii) The indemnity in subparagraph 2.3.1 (c) shall be limited in that it shall only apply to notifications received by the Contractor under subparagraph 2.3.1. within 12 months of the Relevant Transfer.
- 2.3.2 The Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

- 2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.
- 2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
 - (a) Any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;
 - (b) Subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

(c) Any statement communicated to or action undertaken by the Authority or New Provider to, or in respect of, any Transferring Employee before the Service Transfer Date regarding the impact of the Relevant Transfer on the Transferring Employees, their employment and/or terms and conditions of employment which has not been agreed in advance with the Contractor in writing, save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority or a New Provider or any sub-contractor of a New Provider on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee, and/or any proposal made prior to the Transfer Date which constitutes a substantial change to the working conditions of any person who would have been a Transferring Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of the Employment Regulations) before the Transfer Date as a result of or for a reason connected to such a proposed substantial change. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Apportionments

- 2.5.1 The Authority or New Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including without limitation all wages, contractual bonuses, commission, premiums, subscriptions, PAYE, national insurance contributions and pension contributions) which are attributable in whole or in part on and after the date of the Relevant Transfer (including any contractual bonuses or commission which are payable on or after the date of the Relevant Transfer, but attributable in whole or in part to the period after the date of the Relevant Transfer) and the Authority or New Provider will indemnify the Contractor against all losses in respect of the same.
- 2.5.2 The Contractor shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including without limitation all wages, contractual bonuses, commission, premiums, subscriptions, PAYE, national insurance contributions and pension contributions) which are attributable in whole or in part up to the date of the Relevant Transfer (including any contractual bonuses or commission which are payable after the relevant Transfer Date but attributable in whole or in part to the period before the date of the Relevant Transfer) and the Contractor will indemnify the Authority or the New Provider against all losses in respect of the same.

2.6 Contract (Rights of Third Parties) Act 1999

- 2.6.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.6.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.6.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.7 General

2.7.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 19 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Contractor Personnel-Related Information to be Released upon Re-Tendering where the Transfer Regulations Applies

- 1. Pursuant to paragraph 2.1.1(b) of this Schedule 19, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively, the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer:
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments.
- 2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership:
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - 1) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants).
- 3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
- 4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Personnel Information to be Released Pursuant to this Contract

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 19, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitment;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- I) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is ongoing.

1.5 Further Information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010:
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Transfer Date:

- a) Employee's full name;
- b) Date of Birth;
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

Part C

1.7 Information to be provided within 14 days following a Transfer Date:

1.7.1 Performance Appraisal;

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay.

Schedule 20 - RAF Framework

Schedule 20 - Framework for Repairs Under £15,000 Include repairs started and completed in the Quarter Period:

Comments (incl whether complete and date of completion)								
Start Date							38	
Date of JSENS Approval If over ESk								
Material/ Profit Total Cumulative Sub-Con Rate Total								
Total								
Profit Rate								
Material/ Sub-Con					01557			
G&A Rate								
Labour Rate Ind								
Total Hours Ind			I South					
Labour Rate Eng								
Total Hours Eng								
Type	10							
Description								
Repair No.	8							
JCR Ref		18.00	,					

Repairs completed and claimed this	Repair	
Quarter	No	(£)
Total	le le	

Schedule 21
Travel and Subsistence(T&S) for Items 1-2 of Schedule 2 to this Contract

Daily Allowance	Company Standard Limits	its Conditions		
Subsistence (Meals)	- Breakfast	When not included in overnight stay		
	LunchDinnerRefreshments	Non-alcoholic only		
*	Overnight Allowance Overnight Allowance	UK only Outside of UK only		
Overnight Accommodation	- Outside London - London			
Car Hire	Standard Car day hire Estate Car day hire Delivery fee per car Collection fee per car Out of hours delivery surcharge Out of hours collection surcharge			
Fuel (per mile)	per mile			
Sundry Items	ndry Items per item Includes (but no parking, travel transport, taxis,			

- 1. No first-class rail travel can be claimed unless agreed in advance with the Authority's Representative (Commercial).
- 2. No flights and/or overseas travel can be claimed unless agreed in advance with the Authority's Representative (Commercial).
- 3. The Parties agree to review these rates periodically with a view to updating in line with any changes to the Contractor's Expense Policy and/or hire car agreement
- 4. The Contractor will book the most cost efficient method of travel where reasonable to do so.

Schedule 22 - List of Deliverables

Deliverable Number	Deliverable Description	Deliverable Format	Delivery Date	Acceptance
1	Contract Initiation Report (CIR) (consisting of Contract Pricing Statement – CPS, Contract Reporting Plan – CRP, and Contract Notification Report – CNR)	Electronic (DEFCARS)	Contract Award + 1 month	Submission of CIR onto DEFCARS in accordance with SSCR 2014 Regulations
2	DEFCON 647 (SC2) (Edn.11/17) - Issue of Financial Information	Electronic (PDF)	Monthly	Monthly delivery of document to the Authority and acceptance in accordance with Condition 29 and Condition 30 of this Contract
3	Training Course Material for Training Courses at Deliverable Number 4 below	Electronic (PDF)	Annually Min 4 weeks prior to Training Courses	Delivery of document to the Authority at least 4 weeks prior to delivery of the Training Course as detailed at Deliverable Number 4 below.
4	Training Course Delivery: - REME Technician Maintainer Training - Vehicle Mechanic Maintainer Training	Classroom	Annually (Min 3 months notice)	Delivery of training course and acceptance in accordance with Condition 29 and Condition 30 of this Contract
5	Quarterly Project Report (QPR)	Electronic (PDF)	Quarterly	Delivery of document to the Authority 5 Business Days prior to each QPM, and acceptance in accordance with Condition 29 and Condition 30 of this Contract
6	LEAPP Quarterly Progress Meeting Minutes and Actions	Electronic (PDF)	Quarterly	Minutes/action log to be issued within five (5) working days of the meeting.
				Authority to respond with comments within five (5) days
	2.1			If no Authority response, these

81				will be accepted as the final version. Any Authority comments within five (5) days to be incorporated into final version within
7	Equipment Support Management Plan (ESMP)	Electronic (PDF)	Contract Award (CA) + 6 months Then annually	five (5) days. Delivery of the document to the Authority and acceptance in accordance with Condition 29 and Condition 30 of this Contract
8	LEAPP Security Patch Update	Electronic (PDF)	Annually	Completion of Field Acceptance Test and delivery of a certification documentation for the LEAPP System, and acceptance in accordance with Condition 29 and Condition 30 of this Contract
9	Interim Contract Report (ICR)	Electronic (DEFCARS)	March 2027	Submission of ICR onto DEFCARS in accordance with SSCR 2014 Regulations
10	Contract Completion Report (CCR)	Electronic (DEFCARS)	Within 6 months of contract end date	Submission of CCR onto DEFCARS in accordance with SSCR 2014 Regulations
11	Contract Costs Statement (CCS)	Electronic (DEFCARS)	Within 12 months of contract end date	Submission of CCS onto DEFCARS in accordance with SSCR 2014 Regulations

Schedule 23 DEFFORM 701

Reference: 20211202_JSENS_00132 DEFFORM 701 Schedule 25_v3-OSC

Exit Plan



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Issue Record

The content of this document is wholly defined by the issue number and, where appropriate, the revision letter detailed below. The document will be reproduced in its entirety when any change has been incorporated and approved. Changes are indicated by comments.

Issue	Incorporated By	Issue Date	Comments
1.0		xx/04/24	Draft

Table 1: Issue Record

Authorisation Notification

Prepared by:	Date://
(LEAPP Support Commercial Manager)	
Authorised by:	Date://
(Head of Commercial)	
	* *
Authorised by:	Date://
(LEAPP Support Quality & Mission Assurance)	
Authorised by:	Date://
(I FADD Support Programme Manager)	

Document Distribution

Internal

Approved copy held in the LEAPP Data Repository.

External

JSENS Senior Commercial Officer Contract JSENS/00132 – Schedule TBA

1. Introduction

a. Scope

This document is the Exit Plan for the Land Environment Air Picture Provision (LEAPP) Support Contract and has been prepared in accordance with Clause 48 of Contract JSENS/00132 (Contract). This Exit Plan should be read alongside the LEAPP Support Equipment Management Plan reference LM0000361338 and the Government Furnished Asset Management Plan reference LM0000398393.

b. Purpose

The purpose of this Exit Plan is to document how Lockheed Martin UK Ampthill Ltd (LMUKA) shall manage, implement and execute its obligations upon the expiry of Contract JSENS/00132 or in the event that the Contract is terminated by the Authority.

Throughout this Exit Plan, reference is made to the LMUKA 'Touchstone' system. This system provides easy access to the LMUKA suite of 'Command Media', which is a comprehensive set of management processes and procedures that form the basis of the company International Standards Organisation (ISO) and British Standards Institute (BSI) accreditation and are mandated for application to all projects and programmes within LMUKA. Where these processes and procedures are to be applied, they will be referenced within this document but not repeated.

2. Exit plan

a. Implementation

Following the expiry or termination of the Contract, LMUKA shall implement this Exit Plan to ensure the orderly and efficient transition of all activities undertaken or to be undertaken by LMUKA under the Contract to the Authority. For a period of six (6) months following the expiry or termination date (as applicable), LMUKA shall co-operate with all reasonable instructions of the Authority in connection with this transition in accordance with Contract Clause 48.1 Obligation to Assist.

i. Exit/Termination Project Leader

Unless otherwise agreed, either six months before the expiry of the Contract or within twenty (20) business days of the receipt of a notice of termination, LMUKA shall inform the Authority of the named individual responsible for the successful planning and execution of exit/termination of the Contract. This individual shall be referred to as the Exit/Termination Project Leader.

ii. Exit Meeting

Unless otherwise agreed, the Parties shall meet (either virtually or in person at LMUKA's Ampthill site) six months before the expiry of the Contract or within twenty-five (25) business days of the receipt of a notice of termination to establish their requirements and timeline for preparing and executing the Exit Plan. The Authority shall be represented at this Exit Meeting by the Authority's LEAPP Project Manager and JSENS Senior Commercial Officer (or nominated deputies). LMUKA shall be represented by the LEAPP Programme Manager, the Exit/Termination Project Leader (assuming that this role is not being fulfilled by either the LMUKA LEAPP Programme Manager or the LEAPP Commercial Manager) and LEAPP Commercial Manager (or nominated deputies).

Within twenty (20) business days of the Exit Meeting or within an alternative timescale as agreed, LMUKA shall:

- assess the Authority's requirements and identify actions, dependencies and assets (including data, products and resources);
- carry out such other tasks as the Parties have mutually agreed and documented as actions at the Exit Meeting

iii. Exit Actions

As soon as reasonably possible following the Exit Meeting, LMUKA shall commence the LMUKA Touchstone Contract Closure process reference 7COM071 including the completion of LMUKA forms

F0126 Contract Closure (1) Tooling, F0127 Contract Closure (2) Record Retention, F0128 Contract Closure (3) Customer Furnished Materiel (CFM) Equipment (E) / Information (I), F0129 Contract Closure (4) Disposal of Unused / Redundant Materiel, F0130 Contract Closure (5) Commercial / Finance and F0131 Contract Closure (6) Security.

The governance of the Exit shall be via the Touchstone Contract Closure process during which LMUKA will identify the following:

- Any extant obligations and any obligations which will remain outstanding on the expiry or termination of the Contract
- Outstanding deliverables including RAFs and TAFs (if any)
- Return and (where applicable) disposal of GFX issued to LMUKA under DEFCON 611
- TUPE obligations (where applicable)
- A plan for financial reconciliation for the Contract including the mutual agreement of the
 mechanism for the conversion of the provisional pricing elements of the Contract to firm as per
 Clause 46.2 of the Contract. Note that the conversion of the provisional pricing elements of the
 Contract to firm is likely to take place post completion of the Exit due to the timescale
 associated with the agreement of actual rates with the Authority.
- In the event of a termination for convenience under Clause 42 of the Contract, LMUKA's claim for fair and reasonable costs will also be prepared.

LMUKA shall provide the Authority with regular updates on the status and timeline of the Exit via the Fortnightly Telecon listed in Clause 47.1 of the Contract.

It should be noted that in the event that Contract JSENS/00132 expires, and a follow-on Contract is planned to start immediately after the expiry, the Parties may mutually agree that certain Exit Actions listed above may not be required and that an alternative action may be more appropriate. For example, it may prove more cost effective for both Parties to agree that GFX is transferred directly to a follow-on Contract via a F650 rather than being physically returned to the Authority and then re-issued under the follow-on Contract to LMUKA under DEFCON 611.

iv. Exit Completion

LMUKA shall provide written notice to the Authority upon the completion of all Exit Actions.

Referenced Documents

The following list defines any referenced documents found within this document.

ID	Document Title	Document Number	Issue
1.	LEAPP Support Contract	JSENS/00132	Latest issue
2.	LEAPP Support Equipment Management Plan	LM0000361338	Latest issue
3.	Government Furnished Asset Management Plan	LM0000398393	Latest issue
4.	LMUKA Touchstone Contract Closure Process	7COM071	Latest issue

Table 2: Authority & LMUKA Referenced Documents

Acronyms and Abbreviations

The following list defines any acronyms and abbreviations found within this document.

Definition		
Joint Sensor and Engagement Networks		
Land Environment Air Picture Provision		
Lockheed Martin UK Ampthill Limited		
Ministry of Defence		
United Kingdom		

Table 3: Acronyms and Abbreviations