



Ministry
of Defence

**MOD Terms and Conditions for Contracting
for Innovation – Core Terms**

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1 Definitions - In the Contract:

Articles means an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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

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

Control means the power of a person to secure that the affairs of the Contractor (or Subcontractor) are conducted in accordance with the wishes of that person by the means of holding shares, or possession of voting powers in, or in relation to the Contractor; or by virtue of any powers conferred by the constitutional or corporate documents, or by any other document regulating the Contractor (or Subcontractor, as the case may be); 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; **Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, schedules, specifications, plans, drawings, and other documentation, expressly made part of the agreement in accordance with Clause 2.b;

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, firm or company specified as such in 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;

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

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

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

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

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

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

Legislation means, in relation to the United Kingdom, any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; **Mixture** means a mixture or solution composed of two or more substances;

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

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

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

PPT means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Sensitive Information means the information listed as such in Schedule 4 (Contractor's Sensitive Information), being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point which this Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

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;

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 Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information; and

Quality Assurance Requirements means those requirements specified in Schedule 3 – Contract Data Sheet.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not
- b. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) these terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- c. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- d. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- e. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- f. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.f and for enforcement of any judgement, order or award given under English jurisdiction.
- g. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.
- h. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.
- i. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 2.i the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.
- j. The Authority shall have the right to terminate the Contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

3 Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
 - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

4 Transparency

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

- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

5 Disclosure of Information

- a. Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (ISC) and Clause 4.

6 Publicity and Communications with the Media

- a. The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

7 Notices

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

8 Change of Control of Contractor

- a. The Contractor shall notify the representative of the Authority at the address given in Clause 8.b, as soon as practicable, in writing of any intended, planned or actual change of Control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any Notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a Notice.

- b. Each Notice of change of Control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b #1301
MOD Abbey Wood, Bristol,
BS34 8JH

and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

The representative of the Authority shall consider the Notice of change of Control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Effective Date of Contract

- c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with Clause 8.a. The Authority shall act reasonably in exercising its right of termination under this condition.

- d. If the Authority exercises its right to terminate in accordance with Clause 8.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this Clause 8.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

- e. Notification by the Contractor of any intended, planned or actual change of Control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

9 Progress Monitoring, Meetings and Reports

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

10 Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall supply the Contractor Deliverables to the Authority at the Contract Price. Unless otherwise stated in Schedule 3, the Contract Price shall be a Firm Price.

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

11 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 11.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

12 Third Party Intellectual Property

- a. Claims, liabilities and indemnities in respect of infringements or alleged infringements of third party intellectual property rights shall be handled in accordance with the provisions of DEFCON 632 (Edn 06/21).
- b. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- c. Where any of the Conditions listed below (1 to 3) have been added to the these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
 - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 - including copyright material supplied under clause 5; (3) DEFCON 91 - limitations of Deliverable Software under clause 3b.
- d. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
- e. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (ISC).

13 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 13.b the Contractor will be required to register their details (supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with Clause 13.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with Clause 13.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 13.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

14 Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract, they shall cause a term to be included in such Subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with Clause 14.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of Clause 14.b.(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as Clauses 14.b.(1) to 14.b.(4).

15 Dispute Resolution

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

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):
- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a Subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least 20 (twenty) business days written notice (or such other period as may be stated Schedule 3 – Contract Data Sheet).
- b. Subject to Clause 17.d, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor, subject to:
- (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part thereof.
- c. The Contractor shall include in any Subcontract over £250,000 which it may enter into for the purpose of the Contract the right to terminate the Subcontract under the terms of Clauses 17.a to 17.b except that:
- (1) the notice period for termination shall be as specified in the Subcontract, or if no period is specified 20 (twenty) business days; and
 - (2) the Contractor's right to terminate shall be restricted by including the following additional clause "Provided that this right is not exercised unless the main contract, or relevant part, has been terminated by the Secretary of State for Defence in accordance with the provisions of Clause 17".
- d. The Authority's total liability under the provisions of this Clause 17 shall be limited to the total price of the Contractor Deliverables payable under the Contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

18 Contractor's Records

- a. The Contractor and its Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under Clause 18.a, and subject to the provisions of Clause 5, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- (1) the end of the Contract term;
- (2) the termination of the Contract; or
- (3) the final payment, whichever occurs latest.

19 Goods Specific Conditions

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

(1) Nothing in this Clause 19 shall reduce or limit any statutory or legal obligation of the Authority or the Contractor.
(2) As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (a) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
- (b) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
- (c) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
- (d) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.

(4) For Substances, Mixtures or Articles that meet the criteria list in clause 19.b above:

- (a) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and
- (b) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

(5) If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

(6) If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

- (a) activity; and
- (b) the substance and form (including any isotope).

(7) If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

(8) Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 2.i (material breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 2.i.

(9) Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation Supplier Manual. b. Marking of Contractor Deliverables

(1) Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the Contract. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2.

(2) Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

(3) The marking shall include any serial numbers allocated to the Contractor Deliverable.

(4) Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 19.c (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

- (2) The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 19.c.(2). Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
 - (a) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (b) the International Maritime Dangerous Goods (IMDG) Code;
 - (c) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and (d) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
 - (3) Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- d. Plastic Packaging Tax
- (1) The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
 - (2) The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
 - (3) On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
 - (4) The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
 - (5) In accordance with Condition 18 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
 - (6) Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (a) confirmation of the tax status of any Plastic Packaging Component;
 - (b) documents to confirm that PPT has been properly accounted for;
 - (c) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (d) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
 - (7) The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 19.c.(6) above is accurate.
 - (8) In the event the Contractor is not required to register for PPT they (and to the extent applicable, their subcontractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
 - (9) The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

20 Project Specific Conditions

Intellectual Property Rights

- a. Part B – Deliverable Requirements of the Statement of Requirement (Schedule 7) and Schedule 2 are subject to DEFCON 705. In accordance with DEFCON 705, the Contractor shall provide a Full Rights Version of each specified Technical Deliverable. The Authority will accept, subject to approval, the deliverable (provided that it is pre-existing and not previously Authority funded) in a Limited Rights Version report. Prior to delivery, the Contractor must identify where they wish to deliver reports as Limited Rights Versions with evidence that they consist of pre-existing technical information. Notwithstanding the restrictions of Clause 14 of DEFCON 705, the Authority may make Limited Rights Versions available to third parties, under an obligation of confidence, solely for the purpose of validation and assurance of the evidence provided. Prior to such release, the Authority shall give the Contractor the opportunity to enter into a direct confidentiality agreement with the recipient, substantially in the form of DEFFORM 94.

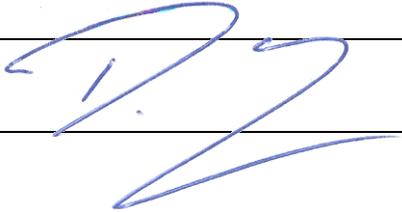
21 Project Specific DEFCONs

DEFCON Number	Edition	Title
16	06/21	Repair and Maintenance Information
21	06/21	Retention of Records
21	01/58	Drawings, Specifications and Manufacturing Data
35	06/21	Progress Payments
76 (ISC)	11/22	Contractor's Personnel at Government Establishments
129J (ISC)	18/11/16	The Use of Electronic Business Delivery Form
503 (ISC)	06/22	Formal Amendments to Contract
514A	03/16	Failure Of Performance Under Research and Development Contracts
524A	12/22	Counterfeit Materiel
531 (ISC)	09/21	Disclosure Of Information
539B	01/22	Publishable Performance Information – KPI Data Report
608	07/21	Access and Facilities to be Provided by The Contractor
620 (ISC)	06/22	Contract Change Control Procedure
624 (ISC)	08/22	Use Of Asbestos
627 (ISC)	11/21	Quality Assurance- Requirement for a Certificate of Conformity
632	11/21	Third Party Intellectual Property- Rights and Restrictions
637	05/17	Defect Investigation and Liability
646	10/98	Law and Jurisdiction (Foreign Suppliers)
658 (ISC)	10/22	Cyber
659A	09/21	Security Measures
660	12/15	Official-Sensitive Security Requirements
691 (ISC)	03/15	Timber and Wood – Derived Products
705	06/21	Intellectual Property Rights – Research and Technology

Contract ACT/RC1139 for the Support of Project MONET

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

For and on behalf of the Company Name Swift Aircraft Limited:

Name, Title and Company Position	David Stanbridge, Director
Signature	
Date	16 th February 2023

For and on behalf of the Secretary of State for Defence

Name and Title	Lewis Cheesman, Major Projects Lead Manager 2
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Signature	<i>L. Cheesman</i>
Date	16 th February 2023

Schedule 1 – Additional Definitions of Contract

Not Applicable

Schedule 2 - Schedule of Requirements for Contract No: ACT/RC1139

For

Contractor Deliverables					
Item Number	Specification	Delivery Date	Total Qty	Price (£) Ex VAT	
				Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1. (Programme)	Programme Plan	NLT 13 th March 2023	N/A		
2. (Batch 1 – B.4.a.h)	Operational Impact Report	15 th March 2024	N/A		
3. (Batch 1 – B.4.a.j)	Logistical Report	15 th March 2024	N/A		
4. (Batch 1 – B.4.a.k)	Management Qualifications Report	15 th March 2024	N/A		
5. (Batch 1 – B.4.a.l)	Operator Qualifications Report	15 th March 2024	N/A		
6. (Programme)	1 Year Review Meeting	NLT 13 th February 2024	N/A		

7. (Batch 2 – B.3.a.c)	Ground Test Report	17 th May 2024	N/A		
8. (Batch 2 – B.3.a.f)	Flight Test Report	30 th August 2024	N/A		
9. (Batch 2 – B.4.a.f)	Certification Report	30 th August 2024	N/A		
10. (Batch 2 – B.4.a.g)	Environmental Report	13 th February 2024	N/A		
11. (Batch 2 – B.4.a.i)	Operational Capability Report	15 th March 2024	N/A		
12. (Batch 2 – B.3.a.m)	Human Factors Report	30 th August 2024	N/A		
Total Price					£1,632,676.00

Condition 19.a - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables****(if included in the Contract)**

A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures and Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 19.a, and any information arising from the provisions of Clause 19 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

the Authority's Representative (Commercial)

by the following date: .

So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format:

(1) Hard copies to be sent to:

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

(2) Emails to be sent to:

DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.

Schedule 3
Annex ADEFFORM 111
(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial**Officer Name:**Lewis Cheesman
(Air-Comrcl Maj
Proj Ld Mgr 2)Address: Air Commercial, Nimrod Building,
3 site, RAF High Wycombe,
Buckinghamshire, HP14 4UE

Email: lewis.cheesman100@mod.gov.uk

**8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance
ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1
2WD

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

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

Name: Peter Hackett

Address Team Tempest | RAF RCO | A2
Cody Technology Park | Farnborough GU14
0LX

Email: peter.hackett448@mod.gov.uk

**9. Consignment Instructions**

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

(Where no address is shown please contact
the
Project Team in Box 2)**4. (a) Supply / Support Management
Branch or Order Manager:**

Branch/Name: N/A



(b) U.I.N.

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

BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight CentreIMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913
8946

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

B. JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should
contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.**5. Drawings/Specifications are available
from**

N/A

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:[https://www.gov.uk/government/organisations/ministry-
ofdefence/about/procurement](https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement)

6. Intentionally Blank**12. Forms and Documentation are available through *:**

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

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

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 - Contractor's Sensitive Information Form (i.a.w. Condition 4) for Contract No:

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No:	ACT_RC1139
Description of Sensitive Information:	Content of Swift, GKN and MAL technical proposals.
Cross Reference(s) to location of Sensitive Information:	Part 1 Technical Proposal
Explanation of Sensitivity:	Competitive position in the market and IP
Details of potential harm resulting from disclosure:	Competitive position and IP
Period of Confidence (if applicable):	Indefinite
Contact Details for Transparency / Freedom of Information matters:	
Name:	David Stanbridge
Position:	Director
Address:	Swift Aircraft, Hanger 2, Scottow Enterprise Park, Lamas Road, Badersfield, NR10 5FB
Telephone Number:	01603 738921
Email Address:	david.stanbridge@swiftaircraft.com

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

Schedule 6 – Capability User Requirements

Please refer to 'ACT_RC1139_Project_MONET_DRAFT_T&C's_Schedule_6 (Capability User Requirements) – O'

Schedule 7 – Statement of Requirements

Please refer to 'ACT_RC1139_Project_MONET_DRAFT_T&C's_Schedule_7 (Statement of Requirements) – O'

Schedule 8 – Security Aspects Letter

Please refer to 'ACT_RC1139_Project_MONET_DRAFT_T&C's_Schedule_8 (Security Aspects Letter)- OC'

Schedule 9 – Governance Schedule

Please refer to 'ACT_RC1139_Project_MONET_DRAFT_T&C's_Schedule_9 (Governance Structure)-O'

Schedule 10 – Programme Management Plan [Placeholder]

Please refer to 'ACT_RC1139_Project_MONET_DRAFT_T&C's_Schedule_10 (Programme Management Plan - Placeholder)-OSC'

Schedule 11 – Tutor Training Manual – AL8 (SOR Reference Document)

Please refer to 'ACT_RC1139_Project_MONET_DRAFT_T&C's_Schedule_11 (Tutor Training Manual - AL8) – O'

Schedule 12 – OCAP1269A_Lflt_4-05_and_Annexes (SOR Reference Document)

Please refer to 'ACT_RC1139_Project_MONET_DRAFT_T&C's_Schedule_12 (OCAP1269A_Lflt_4-05_and_Annexes)-O'