



**Ministry
of Defence**

Dismounted Close Combat Team

Contract No: 700007453

For:

Supply of Night Vision Goggles

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

**Team Name and address:
LEOC, STSP, DCC Team
MOD Abbey Wood, Mailpoint #3260
Cedar 2A, Bristol, BS34 8JH**

**E-mail Address: [REDACTED]
Telephone Number: [REDACTED]
Facsimile Number:**

And

Contractor Name and address:

**E-mail Address:
Telephone Number:
Facsimile Number:**

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General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

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.

3. Entire Agreement

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.

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - "a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - (2) Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or

termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Conditions 1 - 44 (and 45 - 47, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

6. Amendments to Contract

a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.

b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

7. Variations to Specification

a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance

with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.

b. Any variations that cause a change to:

- (1) fit, form, function or characteristics of the Contractor Deliverables;
- (2) the cost;
- (3) Delivery Dates;
- (4) the period required for the production or completion; or
- (5) other work caused by the alteration,

shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. Authority Representatives

a. Any reference to the Authority in respect of:

- (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,
- shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. 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.

10. Waiver

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

11. Assignment of Contract

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

12. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party

to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

13. Transparency

- a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with clause 13.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

- a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
 - (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the

Information in accordance with other Conditions of the Contract; or

- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

- e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.
- f. The Authority may disclose the Information:
 - (1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
 - (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.
- g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall

provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

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.

16. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Sub-contractors. 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

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 Contract Award.

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 16.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 16.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 16.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.

17. Environmental Requirements

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach

that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

18. Contractor's Records

a. The Contractor and its sub-contractors 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 sub-contractors 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 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, 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. 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 Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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.

20. Progress Monitoring, Meetings and Reports

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet); and
- (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables**21. Supply of Contractor Deliverables and Quality Assurance**

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:

- (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
- (2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

- (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
- (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
- (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

22. Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).

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

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

a. Packaging responsibilities are as follows:

- (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
- (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
- (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
- (4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:

- (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
- (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.

c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

- (1) The Health and Safety At Work Act 1974

- (as amended);
- (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
- (3) The REACH Regulations 2007 (as amended); and
- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation Order.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
- (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
- (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:
DES SEOC SCP-SptEng-Pkg
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKg@mod.uk
- (b) The MPAS Documentation is also available on the DStan website.
- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their subcontractor is the PDA they shall:
- (a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
- (b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
- i. a list of all SPIS which have been prepared or revised against the Contract; and
- ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
- (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
- (2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
- (3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
- (4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
- (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
- (b) Each consignment package shall be marked with details as follows:
- i. name and address of consignor;
- ii. name and address of consignee (as stated in the Contract or order);
- iii. destination where it differs from the consignee's address, normally either:

- (i). delivery destination / address; or
 - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.l.
- (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
- (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.
- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
- (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest

commercial form consistent with ease of handling and protection of over-packed items.

(2) Two adjacent sides of the outer container shall be clearly marked to show the following:

- (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or Order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract

document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

24. Supply of Hazardous Materials or Substances in Contractor Deliverables

- a. The Contractor shall provide to the Authority:
- (1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
 - (2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

- b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:

- (1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. 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 and forward it to the Authority and to the address listed in clause 24.h below, and
- (2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

- c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

- e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

- f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

- (1) activity;
- (2) the substance and form (including any isotope);

- g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of

Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

- (3) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW

- (4) Emails to be sent to:
DSA-DLSR-MovTpt-DGHSIS@mod.uk

- i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (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 43.

25. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.

- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).

- g. Notwithstanding clause 25.c, if exceptional

circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative

(Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).

c. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) identification marks, batch and serial numbers in accordance with the Specification;
- (10) quantities;
- (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

27. Access to Contractor's Premises

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
- (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
- (4) be responsible for all costs of Delivery; and
- (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date

between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
- (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
- (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
- (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
- (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
- (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

31. Diversion Orders

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

c. The Authority reserves the right to cancel the Diversion Order.

d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.

e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

33. Import and Export Licences

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

- (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

(b) the end use as: For the Purposes of HM Government; and

- (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any subcontractor in the performance of the Contract needs to export material not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition material shall mean

information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

- (1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
- (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to

identify whether any Contractor Deliverable is subject to:

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer or export control,

that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within [X] days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within [X] days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer

the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.t will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

- (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
- (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
- (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with

Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
- (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

- (1) released from payment whether by way of

royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
- (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
- (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
- (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

- (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
- (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
- (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
- (4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
- (5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement

or defence of such a claim without the written consent of the other Party;

(6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

Pricing and Payment

35. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contractor Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b 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 36a, 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 36a 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 36c 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.

37. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the

Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11

(Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 0;
 - (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (3) the Authority receiving notification under both clauses 38.b and 38.c(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
- (1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
 - (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).
- d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. 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 he 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 39.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 39.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 39.b(1) to 39.b(4).

Termination

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
 - (a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.

- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn

- within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
 - (13) the court making an order that the company shall be wound-up; or
 - (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):

- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
- (2) enter 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.

d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:

- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
- (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
- (3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this condition, 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 performing, the prohibited act;
- (2) give all 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.

f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. 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 twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contractor, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

- (1) not start work on any element of the Contractor Deliverables not yet started;
- (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
- (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
- (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.

c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):

- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract,
 except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
- (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (a) all such unused and undamaged materiel; and
 - (b) Contractor Deliverables in the course of manufacture,
 that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
- (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which

would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, 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.
- e. The Authority's total liability under the provisions of this Condition 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.
- f. 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 42.a to 42.e except that:
- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.
- g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. 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.
- b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:
- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

Additional Conditions

45. The project specific DEFCONS and DEFCON SC variants that apply to this Contract are:

DEFCON 16 (Edn 10/04) - Repair and Maintenance.

Associated DEFFORM 315 is contained within Schedule 22

DEFCON 23 (Edn 11/17) (SC2) - Special Jigs, Tooling and Test Equipment.

DEFCON 76 (Edn 11/17) (SC2) - Contractor's Personnel at Government Establishments.

DEFCON 82 (Edn 11/17) (SC2) - Special Procedure for Initial Spares.

DEFCON 90 (Edn 11/06) – Copyright.

DEFCON 117 (Edn 10/13) (SC2) - Supply Of Information For NATO Codification And Defence Inventory Introduction.

DEFCON 532B (Edn 04/20)- Protection of Personal Data.

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

DEFCON 602B (Edn 12/06)- Quality Assurance (Without DEliverable Quality Plan).

DEFCON 611 (Edn 02/16) (SC2) - Issued Property.

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

DEFCON 649 (Edn 12/16) (SC2) - Vesting.

DEFCON 658 (Edn 10/17) (SC2) – Cyber.

Note: for the purposes of DEFCON 658 - Cyber, the Cyber Risk Profile is detailed at Schedule 15 to the terms and condition of this contract.

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

DEFCON 670 (Edn 11/17) (SC2) - Tax Compliance.

DEFCON 675 (Edn 09/19)- Advertising Subcontracts (DSPCR 2011 Only).

DEFCON 694 (Edn 07/18) (SC2) - Accounting For The Property Of The Authority.

46. The special conditions that apply to this Contract are:

Detailed at Annex A to this document

47. The processes that apply to this Contract are:

Detailed at Annex A to this document

46. The Special Conditions that apply to this contract are:

46.1. Options

46.1.1. The Contractor hereby grants to the Authority the following irrevocable option to procure additional NVG Systems and spares as detailed in Schedule 13 – Additional Buys in accordance with the Terms and Conditions set out in the Contract, it being agreed that the Authority has no obligation to procure any additional buys

46.1.2. Should the Authority decide to exercise any of these options then it will do so by servicing a Purchase order through CP&F stating the quantity, delivery date and price using the information within Schedule 13 – Additional Buys applicable at the time the Purchase Order is raised which may be in an earlier pricing year than the date for delivery.

46.1.3. Schedule 13 – Additional Buys provides the Authority firm prices and lead times for the following banded quantities:

- | | |
|-----------|------------|
| 46.1.3.1. | 1 – 50; |
| 46.1.3.2. | 51 – 100; |
| 46.1.3.3. | 101 – 200; |
| 46.1.3.4. | 201 – 300; |
| 46.1.3.5. | 301 – 400; |
| 46.1.3.6. | 401 – 500; |
| 46.1.3.7. | 501 – 600; |

46.1.4 For the avoidance of doubt:

46.1.4.1 The Authority has no obligation to exercise the above options.

46.1.4.2 The Authority shall not be liable for any advance commitment that the Contractor may enter in to in the pursuance of the Options referred to.

46.2. Safety

46.2.1. The contractor shall ensure that the Equipment is safe to operate and maintain and that the requirements stipulated in the Contract for the safety of the Equipment are met in full. In performing the Contract, the Contractor shall comply with his statutory duties and obligations relating to safety and shall be responsible for ensuring that none of the Contract requirements cause him to be in breach of any statutory duty or obligation relating to safety.

46.2.2. If after the contract is made, it appears that any specification or other Contract Condition agreed between the Authority and the Contractor may render the Contractor in breach of any statutory duty or obligation relating to safety, he shall immediately draw the fact to the Authority's attention.

46.2.3. The Authority may, without any prejudice to any of its rights under the Contract, require the Contractor to vary each such Condition at his own expense in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety. Nothing in the Contract, or in any other document created or signed on behalf of the Authority in connection with it, shall constitute a written undertaking for the purposes of Section 6(8) of the Health and Safety at Work Act 1974 relieving the Contractor of any of his duties under section 6 of the Act.

46.2.4. The Authority shall be entitled to reject the Equipment if any of the safety requirements set out in the contract are not met in full. The Contractor shall provide access to records, including Sub-contractor records, for Contract purposes, to enable the MOD-appointed Independent Safety Auditor to carry out safety audits and other assessment activities to meet MOD safety requirements.

46.3. Testing

46.3.1. The Authority reserves the right to test all repaired Articles. All testing shall be in accordance with that by the relevant specification.

46.4. Supply of Articles and Parts for use in repair

46.4.1. All spares and replacement parts supplied by the Contractor shall be at least to the original equipment manufacturers current specification and are to be purchased from approved suppliers.

46.4.2. Articles must not be removed from the premises to which they have been allocated without the prior approval of the Supply Chain Manager, except where it is necessary for the performance of sub-contracted work.

46.5. Builds and Specification Standard

46.5.1. The Contractor shall carry out the work specified in the Schedule of Requirements SOR (Schedule 2) in accordance with the Terms and Conditions of the Contract.

46.5.2. All Articles repaired shall be returned to the Authority configured in accordance with the Complete Equipment Schedule (CES) as contained within the Equipment Breakdown Structure (EBS) at Schedule 18.

46.6. Beyond Economic Repair (BER)

- 46.6.1. The Contractor shall promptly submit to the Authority's Supply Chain Manager full details of any article considered Beyond Economic Repair. The Contractor shall then await further instructions from the Authority and if it is decided that the should be repaired, the Contractor shall be authorised by the Authority accordingly.
- 46.6.2. An article shall be BER if the costs of repair exceed 75% of its current purchase value.
- 46.6.3. Should any article be found to be BER, the Authority shall confirm if the Article is to be returned complete to the depot or authorise its destruction.
- 46.6.4. Disposal costs will be in accordance with Schedule 11 - Repair Process and Price Menu.
- 46.7. Turnaround times (TAT)
- 46.7.1. Repair reports (inspection) for items are to be delivered to the Supply Chain Manager within 14 days of the repair request form being received from the Authority.
- 46.7.2. Repair of the Articles and delivery must be completed within TAT by band times in Schedule 11 - Repair Process and Price Menu.
- 46.7.3. Any delay to the order by the contractor must be formally communicated to the Authority's representative in Box 2 of DEFFORM 111.
- 46.8. Repair and Delivery of Items
- 46.8.1. All work to be carried out under line 9 of Schedule 2 – Schedule of Requirements shall be authorised and conducted in accordance with this condition and Schedule 11 - Repair Process and Price Menu.
- 46.8.2. Systems for repair shall be issued to the Contractor as Issued Property in accordance with DEFCON 611.
- 46.8.3. The Contractor shall be responsible for the inspection and repair of the NVG articles arising from non-warranty accident, misuse or negligence on the part of the Authority. The Contractor and Authority will follow the repair procedures as laid out in Schedule 11 - Repair Process and Price Menu.
- 46.8.4. All articles returned to the contractor shall undergo an initial inspection. The repair report shall take no longer than 14 days. All activity shall be included in the repair report, including the level of repair (high, medium, or low) in accordance with Schedule 11 - Repair Process and Price Menu. The Repair Report shall be used for the basis of claiming, in accordance with the prices in Schedule 11 - Repair Process and Price Menu. The Contractor will seek written approval from the Supply Chain Manager to proceed with the repair.

46.8.5. The Contractor shall maintain records of the failure causes of returned items and in accordance with AQAP 2110 (NATO Quality Assurance Requirements for Design Development and Production) failure causes shall be evaluated for recurring defects. A Corrective Action Report will be provided to the MOD for recurring failures. If any defect proves to be common to the NVG design or manufacturing process, the Contractor shall modify all systems that have already been supplied to the Authority and all future systems to be supplied. Such modifications shall be at no cost to the Authority. Turn-around times for any modifications shall be agreed with the Authority.

46.8.6. The Contractor shall maintain records of the failure causes of returned items and in accordance with AQAP 2110 (NATO Quality Assurance Requirements for Design Development and Production) failure causes shall be evaluated for recurring defects. A Corrective Action Report will be provided to the MOD for recurring failures. If any defect proves to be common to the NVG design or manufacturing process, the Contractor shall modify all systems that have already been supplied to the Authority and all future systems to be supplied. Such modifications shall be at no cost to the Authority. Turn-around times for any modifications shall be agreed with the Authority.

46.9. Warranty

46.9.1. General

46.9.1.1. The Parts and Labour Warranty shall guarantee each Article against failure under the terms stated below, for Twelve (12) months. The period of Warranty for each Article shall commence from the date on which the Article is issued from [REDACTED] to the User Unit or 12 (twelve) months after the Contractor's delivery of the Article to [REDACTED], whichever is sooner. This Warranty is given to the Authority or its authorised representative, hereinafter referred to as the Authority. The Warranty provides full parts and labour coverage for design, workmanship or material failure of any part of the Article supplied as original equipment.

46.9.1.2. The Contractor undertakes that the Articles supplied against the Contract including all components supplied thereon by the Contractor as original equipment will be free from defect in design, materials and workmanship under normal use and service. The Contractor's obligations under this Warranty being limited to repairing or replacing any component or assembly, which proves to be defective. The Warranty provides full parts and labour cover against any failure of any part of the Article supplied as original equipment.

46.9.2. Exclusions

46.9.3. This Warranty shall not apply in respect of damage caused by:

- 46.9.3.1. Any use or maintenance of the Article not in accordance with the instructions described in the Technical documentation and training provided by the Contractor;
- 46.9.3.2. Any use or maintenance of the Article performed by non-authorised personnel;
- 46.9.3.3. War and peacekeeping operations resulting in battle damage;
- 46.9.3.4. Misuse or neglect; and
- 46.9.3.5. Any alterations, modifications or attachments made to the Article without the Contractor's approval

46.9.4. The Contractor shall not be liable under this Warranty to carry out:

- 46.9.4.1. Normal maintenance services and adjustments; and
- 46.9.4.2. Repairs to remedy fair wear and tear to any component.

46.9.5. Applicable Countries

- 46.9.5.1. The Parts and Labour Warranty applies worldwide

46.9.6. Warranty Repairs

- 46.9.6.1. Articles for repair are to be submitted to the Contractor once the repair has been verified as an acceptable warranty claim. The dismantling and/or refitting of parts to return the Article to a serviceable condition shall be carried out by the Contractor at no charge to the Authority. This is to include any necessary cleaning, testing and certification required by the repair.
- 46.9.6.2. An Article or part present to a Contractor for Warranty work shall be accompanied by Schedule 11 Annex A (Repair Request Form) with a completed part A indicating that the repair is a warranty repair. The Repair Request Form shall be submitted to the Contractor within 90 (ninety) days of the warranty event.
- 46.9.6.3. The Contractor shall complete the warranty work within the turnaround times specified in Schedule 11 - Repair Process and Price Menu for the appropriate level of repair.

- 46.9.6.4. In the event that warranty is disputed or rejected by the Contractor, the matter shall be resolved between the Contractor and the Dismounted Close Combat (DCC) Team. The Contractor shall inform the Project Manager of such disputes in writing within 24 (Twenty-four) hours of the dispute being identified.
- 46.9.6.5. Any Warranty defect identified by the Authority in material or workmanship must be communicated to the Contractor within 90 (ninety) days after date of recorded failure. During operational deployment reasonable endeavors will be made by the Authority to communicate warranty information within 90 (ninety) days of the recorded failure.

46.9.7. Replaced Part Warranty

- 46.9.7.1. Should any component fail within the Warranty Period as a result of a manufacturing or material defect, the Contractor shall undertake, at no cost to the Authority, to repair or replace the component free of charge.
- 46.9.7.2. Any part replaced by the Contractor free of charge to the Authority under this Warranty, or any approved repairs, shall be guaranteed for 12 (Twelve) months from the date that the replacement part is fitted in the Article.

46.9.8. Maintenance

- 46.9.8.1. Where the Authority carried out routine maintenance or servicing, this will not invalidate the Warranty provided that the maintenance procedures comply with the Technical Manuals and relevant training provided by the Contractor.

46.9.9. Warranty Liability

- 46.9.9.1. Liability under this Warranty is limited, at the discretion of the Contractor, to the replacement or repair free of charge of such parts that are judged to be defective under the terms of this Warranty provided that:
 - 46.9.9.1.1. Such defects are repaired by the Contractor; and
 - 46.9.9.1.2. Articles have been stored in accordance with the Contractor's recommended maintenance procedures; and

- 46.9.9.1.3. All work is carried out in accordance with Technical Documentation & Training provided by the Contractor and generally accepted engineering practices;
- 46.9.9.1.4. Only parts approved by the Contractor have been used to repair and maintain the Article, except where common items have been fitted that are the same or equivalent technical specification as the original Contractor-supplied part and have been NATO codified as such;
- 46.9.9.1.5. Any identity numbers, marks, warning or operating labels have not been altered, displaced or removed unless with the Contractors consent.
- 46.9.9.2. The Contractor shall not be responsible for the quality of any work carried out in the Authority's workshop except that the Contractor remains responsible for the quality of spares and the completeness and accuracy of the Technical Documentation as supplied to the Authority.
- 46.9.9.3. For Warranty repairs carried out in the Authority's workshops replaced warranty parts become the property of the Contractor after a claim is accepted. Parts replaced by the Authority will be held for 90 (ninety) days for inspection by the Contractor, after which the Authority may dispose of these parts and the cost of such disposal will be charged to the Contractor.
- 46.9.10. General Provisions
 - 46.9.10.1. Any dispute hereunder shall be dealt with in accordance with condition 40 – Dispute Resolution.
 - 46.9.10.2. This Warranty shall be governed by and construed in accordance with the laws of England.
 - 46.9.10.3. This Warranty shall be entirely without prejudice to the Authority's rights and remedies under the Contract or otherwise including (without limitation) rights and remedies relating to terms and conditions implied by law.

47. Post Design Support

- 47.1 Post Design Support is task structured and the Contractor shall submit Firm Price Quotations for each task, using the PDS Tasking pro-forma at Annex A to Schedule 12 - Post Design Support utilising the agreed rates in Schedule 12 – Post Design Support.
- 47.2 The processes that apply to this Contract are:

47.2.1 Post Design Services (PDS) Process

- 47.2.1.1. The Authority reserves the right to request Post Design Services (PDS) in support of the NVG systems for a period of five years from date of contract.
- 47.2.1.2. The PDS tasking process is detailed in Schedule 12 and the form for this process is in Annex A to Schedule 12.

47.2.2. Repair Process

- 47.2.2.1. The Repair process is detailed in Schedule 11 - Repair Process and Price Menu and the form for this process is in Annex A to Schedule 11 - Repair Process and Price Menu.

48. Delivery Process for deliveries to LCS Managed Depots

- 48.1. The Contractor and or any of its subcontractors shall comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Supplier Manual (Version 2 – LDOC/CMO/V2.0 dated 28 Jun 19 – known as the “LCST Supplier Manual) in respect of all goods which are:
 - 48.1.1. supplied by the Contractor or any of its subcontractors under this contract; and
 - 48.1.2. which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No. [LCST/0001]) (“LCS(T) Managed Depots”).

49. Additional Notes:

- 49.1. For the purposes of Clause 22 – Marking of Contractor Deliverables
 - 49.1.1. Copy of Def-Stan 05-132 is attached at Schedule 21
- 49.2. For the purposes of Clause 23 – Packaging and Labelling (excluding Contractor Deliverables containing Munitions),
 - 49.2.1 copy of Def Stan 05-132 is attached at Schedule 21
 - 49.2.2 copy of Def Stan 81-041 is attached at Schedule 21
 - 49.2.3 copy of DEFFORM 129A is attached at Schedule 21
 - 49.2.4 copy of DEFFORM 129B is attached at Schedule 21
 - 49.2.5 copy of DEFFORM 129J is attached at Schedule 21
- 49.3. For the purposes of Clause 24 – Supply of Hazardous Materials or Substances in Contractor Deliverables, copy of Def-Stan 07-085 is attached at Schedule 21

- 49.4. For the purposes of Clause 33 – Import and Export Licences, the number of days to be specified in Paragraph P is ten (10) Business Days. A copy of DEFFORM 528 is attached at Schedule 20 to the terms and conditions of this contract.
- 49.5 For the purposes of Clause 48 - Delivery Process for deliveries to LCS Managed Depots, a copy of the Supplier Manual is attached at Schedule 21.

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SCHEDULE 1

**NIGHT VISION GOGGLE (NVG)
Definitions of Contract**

Articles	means 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. (This definition only applies when DEFCONs are added to these Conditions);
Authority Authority's Representative(s)	means the Secretary of State for Defence acting on behalf of the Crown; 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 8;
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: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; or 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 (Amendments to 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 Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables	means the goods and/or 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	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>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;</p>
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	<p>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:</p> <ul style="list-style-type: none">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.aof.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 specified on the Authority's acceptance letter;

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;
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;
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;
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;
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, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
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 chain;
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);
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	means the North Atlantic Treaty Organisation which is an inter-governmental 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;
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);
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: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, 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;
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, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies 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;
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, and details of any payments made by the Authority to the Contractor under the Contract;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

[REDACTED IN FULL]

Contract DATA Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 5 Years from Contract issue

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:

Condition 8 – Authority's Representatives:

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

Commercial: [REDACTED] (as per DEFFORM 111)

Project Manager: [REDACTED] (as per DEFFORM 111)

Condition 19 – Notices:

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

Authority: DCC, STSP, NH3, Cedar 2a #3260, ABW, Bristol, BS34 8JH (as per DEFFORM 111)

Contractor: Instro Precision Limited

Notices can be sent by electronic mail? Yes

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

As per Schedule 9 - Project Statement of Work

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

As per Schedule 9- Project Statement of Work

Reports shall be Delivered to the following address:

See Box 2 of DEFFORM 111

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? No

Other Quality Assurance Requirements:

AQAP 2110

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

AQAP 2131

NATO Quality Assurance Requirements for Final Inspection. Edition C Version 1

DEFSTAN 05-061 Pt 1

Quality Assurance Procedural Requirements - Concessions Issue 6

DEFSTAN 05-061 Pt 4

Quality Assurance Procedural Requirements - Contractor Working Parties Issue 3

DEFSTAN 05-135

Avoidance of Counterfeit materiel

DEFCON 602 B

Quality Assurance (Without Deliverable Quality Plan)

Certificate of Conformity

A Certificate of Conformity template for use under this contract is attached at Schedule 16 - Certificate of Conformity

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements: In accordance with Schedule 10 - Paragraph 10 – NATO Codification

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, 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) DCC Safety Manager: Authority – **[REDACTED]** (DES LE STSP-DCC-Safety-Mgr)

to be Delivered by the following date: Tender Return

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: Tender Return

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: All

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

Applicable to Line Items: All

Condition 28.b – Delivery by the Contractor:

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

All line Items as stated in Schedule 2- Schedule of Requirements

Special Delivery Instructions: Not Applicable

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:

Not Applicable

Special Delivery Instructions:

Not Applicable

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

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

Not Applicable

Consignee details (in accordance with condition 23):

Not Applicable

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 (Thirty) Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable: Not Applicable

Pricing and Payment

Condition 35 – Contract Price:

All Prices detailed in all Schedules shall be FIRM for the duration of the contract.

Termination

Condition 42 – Termination for Convenience:

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

The Notice period for termination shall be 20 (Twenty) Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: STSP, DCC, MOD Abbey Wood,
#3260 Cedar 2a, Bristol, BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

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

Name: [REDACTED]

Address: STSP, DCC, MOD Abbey Wood,
#3260 Cedar 2a, Bristol, BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

3. Packaging Design Authority

Organisation & point of contact:

As per Box 2

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

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

Branch/Name: As per Box 2

☎

(b) U.I.N.

5. Drawings/Specifications are available from

N/A

6. Intentionally Blank

7. Quality Assurance Representative:

[REDACTED]

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

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

8. Public Accounting Authority

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

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

[REDACTED]

10. Transport.

The appropriate Ministry of Defence Transport Offices are:

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe

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

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

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

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

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

SCHEDULE 4

CONTRACT CHANGE CONTROL PROCEDURE

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 1. the effect of the Change on the Contractor's obligations under the Contract;
 2. a detailed breakdown of any costs which result from the Change;
 3. the programme for implementing the Change;
 4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 5. such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 1. evaluate the Contractor Change Proposal;
 2. where necessary, discuss with the Contractor any issues arising and 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 may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

[REDACTED IN FULL]

SCHEDULE 6

Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

Contract No: **700007453**

Contract Title: **Procurement of Night Vision Goggle**

Contractor: Instro Precision Ltd

Date of Contract:

* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied. ☒

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:NIL) attached in accordance with condition 24. ☐ N/A

Contractor's Signature:

Name: [REDACTED]

Job Title: Finance Director

Date: 28/08/2020

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

SCHEDULE 7

Timber and Wood Derived Products Supplied under the Contract

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
NIL	NIL	NIL	NIL	NIL

SCHEDULE 8 Acceptance Procedure

The contractual deliverables required under the Project and Engineering Statement of Work (Schedule 9) and the Integrated Logistics Support Statement of Work (Schedule 10) to this contract are detailed in the table below.

Deliverable Reports:

For each report, the following information as a minimum must appear on the front cover: -

1. Document Title
2. Document Reference Number
3. Document Version Number
4. Name of the Contractor's representative.
5. Position of the Contractor's representative.
6. Signature of the Contractor's representative.
7. Date Signed by the Contractor's representative.
8. Name of the Authority's representative.
9. Position of the Authority's representative.
10. Signature of the Authority's representative.
11. Date Signed by the Authority's representative.

Any disclaimer placed on the document by the Contractor must ensure the Authority has the rights under the contract in accordance with DEFCON 90 Copyright.

Until such time the Authority signs the document, it will be considered undelivered and not accepted by the Authority. Upon signature and date by the Authority's representative, the document shall be considered delivered and accepted by the Authority under the contract.

A copy of the document signed by both the Contractor and the Authority must then be sent to the Authority's Commercial Officer as detailed in DEFFORM 111 – Annex A to Schedule 3 of the contract.

Delivery of Hardware:

SYSTEM ACCEPTANCE (SA) PROCESS

The process of SA enables the Authority to provide documented evidence that the system is ready to be delivered and fielded to the User in order to meet Initial Operating Capability (IOC).

The SA process comprises the key Contractor deliverables detailed in the table below.

At contract award the contracted Level of Performance (LoP) for each System Requirement (SR) shall be stated within the Statement of Engineering and Technical Requirement (Schedule 19).

Following contract award at System Acceptance, FAT Evidence is a critical aspect of bringing the NVG capability into service. The Contractor may be requested to provide additional evidence where insufficient evidence was provided at the tendering stage to support compliance against the Contracted Level of Performance (LoP) as stated in the STR (Schedule 19).

The Authority reserves the right to conduct First Article Inspection of one or more completed NVG systems from the initial production quantity at the manufacturing facility.

Factory Acceptance Inspection - Production: Prior to the shipment of first batch of NVG Systems, the Authority reserves the right to conduct one or more full inspections of NVG systems produced at the manufacturing facility. In the event that this inspection unsatisfactory, the Authority reserves the right to reject the delivery under the relevant Milestone either wholly or in part.

The Authority reserves the right to conduct further inspections on any subsequent shipments should this be considered necessary by the Authority.

Table 1 – Schedule of Requirements Acceptance

SOR Item No. 1	-	Acceptance by the MOD Project Manager that the NVG Systems delivered in accordance with Schedule 2 (Schedule of Requirements) have been produced in accordance with Schedule 19 (Statement of Technical Requirement), the NVG System Acceptance Process detailed above.
SOR Item No. 2	-	Acceptance by the MOD Project Manager that the NVG Systems delivered in accordance with Schedule 2 (Schedule of Requirements) have been produced in accordance with Schedule 19 (Statement of Technical Requirement), the NVG System Acceptance Process detailed above.
SOR Item No. 3	-	Acceptance by the MOD Project Manager that the NVG Systems delivered in accordance with Schedule 2 (Schedule of Requirements) have been produced in accordance with Schedule 19 (Statement of Technical Requirement), the NVG System Acceptance Process detailed above.
SOR Item No. 4	-	Acceptance by the MOD Project Manager that the NVG Systems delivered in accordance with Schedule 2 (Schedule of Requirements) have been produced in accordance with Schedule 19 (Statement of Technical Requirement), the NVG System Acceptance Process detailed above.
SOR Item No. 5	-	Acceptance by the MOD Project Manager that the NVG Systems delivered in accordance with Schedule 2 (Schedule of Requirements) have been produced in accordance with Schedule 19 (Statement of Technical Requirement), the NVG System Acceptance Process detailed above.
SOR Item No. 6	-	Acceptance by the MOD Project Manager that any the spares pack purchased and delivered in accordance with Schedule 2 (Schedule of Requirements) have been produced in accordance with Schedule 19 (Statement of Technical Requirement), the NVG System Acceptance Process detailed above.
SOR Item No. 7	-	Acceptance by the MOD ILS Manager that the final version of the Train the Trainer package delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 8	-	Acceptance by the MOD Project Manager that the Project Schedule delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with Schedule 9 (Project and Engineering SOW)
SOR Item No. 9	-	Acceptance by the MOD ILS Manager that the final version of the Integrated Support Plan delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 10	-	Acceptance by the MOD ILS Manager that the final version of the Level of Repair Analysis (LORA) Report delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 11	-	Acceptance by the MOD ILS Manager that the final version of the R&M Case Report delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.

SOR Item No. 12	-	Acceptance by the MOD ILS Manager that the final version of the Technical Publications – AESPs delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 13	-	Acceptance by the MOD ILS Manager that the final version of the Supply Support Report (SSR) delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 14	-	Acceptance by the MOD ILS Manager that the final version of the NATO Codification Data delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 15	-	Acceptance by the MOD ILS Manager that the final version of the Obsolescence Management Report (OMR) delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 16	-	Acceptance by the MOD ILS Manager that the final version of the Configuration Status Record (CSR) delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 17	-	Acceptance by the MOD ILS Manager that the final version of the Equipment Breakdown Structure (EBS) delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 18	-	Acceptance by the MOD ILS Manager that the final version of the Logistics Demonstration Plan delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 19	-	Acceptance by the MOD Project Manager that the final version of the Safety and Environmental Case Report (SECR) delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with Schedule 9 (Project and Engineering SOW)
SOR Item No. 20	-	Acceptance by the MOD ILS Manager that the final version of the System Acceptance Testing Documentation delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with ILS Statement of work at Schedule 10.
SOR Item No. 21	-	Acceptance by the MOD ILS Manager that the final version of the Obsolescence Management List delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.

SOR Item No. 22	-	Acceptance by the MOD ILS Manager that the final version of the Configuration Items List delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with the ILS Statement of work at Schedule 10.
SOR Item No. 23	-	Acceptance by the MOD Project Manager that the Project Reviews and Progress Reports delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with Schedule 9 (Project and Engineering SOW)
SOR Item No. 24	-	Acceptance by the MOD Project Manager that the Risk And Opportunities Register delivered in accordance with Schedule 2 (Schedule of Requirements) has been produced in accordance with Schedule 9 (Project and Engineering SOW)
SOR Item No. 25	-	Acceptance by the MOD ILS Manager that the Logistics Demonstration has successfully been completed in accordance with Schedule 2 (Schedule of Requirements) and in accordance with Schedule 10 (ILS SOW).
SOR Item No. 26	-	Acceptance by the MOD Project Manager that the final version of the Safety and Environmental Management Plan (SEMP) delivered in accordance with Schedule 2 (Schedule of Requirements) 8 has been produced in accordance with Schedule 9 (Project and Engineering SOW)
SOR Item No. 27	-	Acceptance by the MOD Project Manager that the NVG Systems repaired and returned in accordance with Schedule 2 (Schedule of Requirements) conform to the requirements detailed in Schedule 19 (Statement of Technical Requirement).
SOR Item No. 28	-	Acceptance by the MOD Project Manager that any additional NVG Systems purchased and delivered in accordance with Schedule 2 (Schedule of Requirements) have been produced in accordance with Schedule 19 (Statement of Technical Requirement), the NVG System Acceptance Process detailed above.
SOR Item No. 29	-	Acceptance by the MOD Project Manager that any additional NVG spares purchased and delivered in accordance with Schedule 2 (Schedule of Requirements) have been produced in accordance with Schedule 19 (Statement of Technical Requirement), the NVG System Acceptance Process detailed above.
SOR Item No. 30	-	Acceptance by the MOD Project Manager that all work detailed on the agreed Tasking form has been completed.

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Schedule 9 NVG Project & Engineering Statement of Work (SOW)

Version 4.0
Date: 17 April 2020

FOREWORD

[REDACTED]

DOCUMENT CONFIGURATION CONTROL

This document is managed by STSP DCC STA-PM3. This document shall be amended by issue of complete main section, annex or appendix. Amendment status shall be recorded in the footer information of affected pages.

A new issue of the document will be produced upon completion of each project phase.

[illegible]

STATEMENT OF WORK (SOW)

The Contractor shall ensure Programme/Prime Contractor activities are coordinated and coherent, enabling successful delivery of the NVG system to Performance, Time and Cost parameters. The SOW covers the following processes:

Section 1	Project Schedule
Section 2	Project Reviews & Progress Reports
Section 3	Risk & Opportunity Management
Section 4	System Acceptance (SA) Process
Section 5	Engineering
Section 6	Safety

PLANS AND REPORTS

The following list summarises the deliverable documents that shall be provided by the Contractor as evidence that they have processes and procedures in place to meet or have met their Project & Engineering Management obligations.

a. Documents required in the delivery of Project & Engineering Management

- (1) Project Schedule
- (2) Project Progress Reports
- (3) Factory Acceptance Test (FAT) Evidence
- (4) Risk / Issue Registers
- (5) Safety and Environmental Management Plan (SEMP)
- (6) Safety & Environmental Case Report (SECR) Part2
- (7) Technical Design Safety Assessment (DSA)

SECTION 1 - PROJECT SCHEDULE

1.1 The Contractor must:

- (i) plan, manage, coordinate, and administer all aspects of the Agreement, including the administration of any subcontractors; and
- (ii) establish effective controls for the delivery of the Contract and Deliverables; and
- (iii) provide early indication to the Authority of problems encountered and their resolution activities in order to reduce risk to Performance, Time and Cost parameters.

1.2 The Contractor must provide a detailed Project Schedule in the form of a Gantt Chart which identifies all tasks required to bring NVG into service from contract award and must include:

- Task description
- Task duration
- Task start and finish dates
- Component procurement
- Licencing applications
- Sub-contractor deliveries
- Manufacturing process and assembly
- First Article Inspection
- Factory Acceptance Testing
- Quality Assurance
- Initial equipment delivery to support Authority Acceptance trials
- System Acceptance Trials (assume 5 working days)
- All deliverables as per the Delivery Plan including breakdown of each ILS deliverable
- Identify task dependencies through linking of tasks.
- All tasks must have successors and predecessors, except for start and finish Milestones.
- Identify all project Milestones.
- Identify tasks on the critical path
- Total float on each task.
- Produce resource histogram by month from contract award to final delivery.

SECTION 2 - PROJECT REVIEWS AND PROGRESS REPORTS

2.1 Project Review meetings will be held initially on a monthly basis. The frequency of these Project Review meetings will vary as the contract progresses. The Contractor shall invite the Authority to all Project Review meetings giving not less than seven calendar days' notice. The meetings shall be held at a venue agreed with the Authority and will cover as minimum the following topics:

- Agreement of the minutes of the previous meeting
- Review of actions from previous meeting
- Financial Review
- Project Schedule/progress report
- Contracted requirements
- Safety and environmental
- Contract performance review

- Subcontractor performance review
- Supply chain activities
- Risk Review
- Quality management issues (to Inc. Quality Performance Indicator review)
- Supportability / ILS
- Joint action register

- 2.2 The Contractor shall be responsible for taking the minutes and these shall be submitted to the Authority for review within seven calendar days of each meeting. These shall be agreed at the next meeting.
- 2.3 The Contractor shall support the Authority in delivering a cost effective NVG solution by attending other relevant meetings as required by the Authority. The Authority will provide a minimum of seven calendar days' notice where such attendance is required.
- 2.4 The Contractor shall provide every two weeks by close of play on Thursday, Project Schedule and Project Progress update reports to the NVG Project Manager until Initial Operating Capability (IOC) is achieved, after which reports shall be provided once a month on the last working Thursday of the month until final delivery is complete.
- 2.5 The Progress Report shall detail the Contractor's progress and planned activity against each of the contracts deliverable elements as listed below:
- (i) System Design
 - (ii) Equipment Manufacture
 - (iii) Spares Provision
 - (iv) Technical Documentation
 - (v) Safety Documentation
- 2.6 The Contractor shall produce and maintain a joint action register. The Contractor shall hold weekly telecons to primarily record and review project actions including status and progress to completion on a day and time to be mutually agreed with the Authority from contract award until final delivery is complete.

SECTION 3 - RISK AND OPPORTUNITY MANAGEMENT

- 3.1 The Contractor shall plan and manage risks in accordance with JSP 892 and the project Risk/Issue Registers during the life of NVG contract.
- 3.2 The Contractor shall provide and maintain the Joint Project Risk and Opportunities Register which shall describe how the Contractor will identify, record and manage risks, issues and opportunities in a structured and timely manner to ensure risks are mitigated, issues are addressed and agreed opportunities are delivered.
- 3.3 The Risk and Opportunities Register must include:
- Identifier
 - Description
 - Cause
 - Consequence/impact

- Risk owner
- Pre mitigation probability score
- Pre mitigation impact score against Performance, Cost Time (PCT)
- Pre-Mitigated Risk Score derived from the Probability Impact Diagram (PID)
- Mitigation action(s)
- Treatment strategy (Treat, Tolerate, Transfer)
- Action completion date.
- Post mitigation probability
- Post mitigation impact score against PCT
- Post Mitigated Risk Score derived from the PID
- Fall back plan
- Risk status (Closed, Draft and Live Risk)
- Identify in the schedule the task that the risk will likely impact? (List Task ID).

In addition to the Risk and Opportunities Register, the Contractor must provide:

- Probability Impact Diagram (PID)
- Provide details of the scoring criteria (i.e. performance, cost, time and probability) associated with the PID

SECTION 4 – SYSTEM ACCEPTANCE (SA) PROCESS

4.1 Schedule 8 to Contract Number. 700007453 details the acceptance procedures for all deliverables under the contract as stated in Schedule 2 – Schedule of Requirements

SECTION 5 - ENGINEERING

- 5.1 The Contractor shall provide the information detailed below at the tendering stage for assessment, to assist the Authority in delivering a positive Design Safety Assessment (DSA). The information requirements set out below should be regarded as the minimum provided.
- a. Identify lifed items - clearly identify the design life of components which either affect safety or functioning of the system.
 - b. Interchangeability - identify any component within the system that is not interchangeable and detail how its uniqueness to a particular goggle is identified.
 - c. Cleaning and User maintenance - provide a recommended cleaning and User maintenance regime.
 - d. Extreme Service temperatures – state the upper and lower extreme Service temperatures.
 - e. Instructions for use - provide detailed documentation covering the handling, operating/use and storage of the system.
 - f. Identification of any Hazardous material contain within the system

SECTION 6 - SAFETY

- 6.1 The Contractor shall provide a Safety and Environmental Management Plan (SEMP) in accordance with Def Stan 00-56 Part 1 section 6.1 and DEF STAN 00-051 Part 1 section 3.2.
- 6.2 The SEMP defines and demonstrates how the contractor implements a coherent approach to the management of all safety and environmental-related activities, throughout the life of the NVG contract. It should demonstrate the programmes of activities to generate the production of the Part 2 Safety and Environmental Case Report (SECR). It shall be reviewed and updated where necessary at the Progress review meetings.
- 6.3 As a minimum, the SEMP must cover all safety and environmental-related activities to a level of detail that is reasonably practicable, so as to determine what activities are to be performed, by whom, at what time, and with what methods and tools, throughout the contract.
- 6.4 The SEMP must cover the work of all Sub-Contractors, including the mechanisms that the Contractor will use for oversight of Sub-Contractor work, such as auditing.
- 6.5 The safety process and activities that are proposed are coherent and consistent with the Service being supplied within Contract.
- 6.6 It should support the activities to generate the production of the Part 2 Safety and Environmental Case Report (SECR).
- 6.7 The Contractor shall provide a detailed Part 2 Safety and Environmental Case Report (SECR) in accordance with
- DEFSTAN 00-56 Part 1 section 6.1
 - DEFSTAN 00-51 Part 1 section 3.2
 - DSA02.DLSR.LSSR & DSA03.DLSR.LSSR Land System Safety & Environmental Protection Directive
 - JSP 418
 - POSMS and POEMS as required under MOD policy.
- 6.8 This document is an expansion on the DSA report to include hazard log and environmental impact assessment supported by any manufacturing test/trials to demonstrate mitigations against inherit design/operating hazards.
- 6.9 The Part 2 Safety and Environmental Case Report (SECR) must identify as a minimum how safety management activities will be conducted including the classification, sentencing and reporting hazards for all in-scope Main Equipment.
- 6.10 The contractor shall provide updates at the Project Review meetings of any SQEP competencies (Organisation and Individual's) that were originally provided at the tendering stage which have changed during the life of the contract.



Ministry
of Defence



Solider Training Special Programmes (STSP)
Dismounted Close Combat (DCC)

**SCHEDULE 10
INTEGRATED LOGISTIC SUPPORT
STATEMENT OF WORK (SOW)
FOR
NIGHT VISION GOGGLES (NVG)**

Version: 1.7 Final
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[REDACTED]

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REFERENCE DOCUMENTATION

Ident	Document Reference	Issue	Title
[1]	Defence Standard 00-600, Part 1 (See Schedule 21)	Issue 1, dated 14 April 2018	Integrated Logistics Support requirements for MOD projects Part: 1: Integrated Logistics Support (ILS) Requirements
[2]	https://www.defencegateway.mod.uk/sites/dlf <i>Access for the purposes of delivering this Contract will be on request to the Authority</i>	-	Defence Logistic Framework (DLF)
[3]	Schedule 2	As defined by the Contract	Schedule of Requirements
[4]	Schedule 8	As defined by the Contract	Acceptance Criteria
[5]	Defence Standard 00-042 Part 3 (See Schedule 21)	Issue 5 dated 20 May 2016	Reliability and Maintainability Assurance Guide – R&M Case
[6]	Defence Standard 00-049 (See Schedule 21)	Issue 4, dated 17 November 2016	MOD Guide to R&M Terminology User in Requirements) for definitions and terminology
[7]	Defence Standard 00-601 part 4 (See Schedule 21)	Issue 1 dated 28 June 2019	MOD Business Rules – Contracting for Technical Documentation – Part: 04: Non S1000D Business Rules
[8]	Joint Service Publication (JSP) 822 Part 1 & Part 2 (See Schedule 21)	Issue 2.3 dated June 2019	Defence Direction and Guidance for Training and Education
[9]	Defence Standard 00-251 Part 1 & Part 3 (See Schedule 21)	Part 1 & Part 3, at Issue 1 dated 5 February 2016	Human Factors Integration for Defence Systems: Part 1 Early Lifecycle Human Factors Integration Process Requirements Part 3 Human Factors System Requirements
[10]	Defence Standard 05-057 (See Schedule 21)	Issue 7 dated 28 July 2018	Configuration Management of Defence Material
[11]	Defence Standard 05-099 Part 1 (See Schedule 21)	Issue 1 dated 13 July 2017	Managing Government Furnished Equipment in Industry – End to End view of MOD requirements for the management of GFE in Industry
[12]	Defence Standard 05-135 (See Schedule 21)	Issue 2 dated 14 July 2019	Avoidance of Counterfeit Material
[13]	https://www.gov.uk/guidance/knowledge-in-defence-kid	-	Knowledge in Defence (KiD)
[14]	Defence Standard 81-041 Part 1 (See Schedule 21).	Issue 9 dated 14 December 2016	Introduction to Defence Packaging Requirements

[15]	Defence Standard 81-035	Issue 5 dated 14 January 2017	Packaging of Electrical and Electronic Items
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ABBREVIATIONS

AESP	Army Equipment Support Publications
CES	Complete Equipment Schedule
CMP	Configuration Management Plan
CSR	Configuration Status Re
DEFCON	Defence Condition
Def Stan	Defence Standard
DLF	Defence Logistic Framework
DMP	Disposal Management Plan
DSAT	Defence Systems Approach to Training
EBS	Equipment Breakdown Structure
EOL	End of life
FOC	Full Operating Capability
GFA	Government Furnished Assets
GFE	Government Furnished Equipment
ILS	Integrated Logistic Support
IP	Initial Provisioning
IPL	Initial Provisioning List
ISP	Integrated Support Plan
ITAR	International Traffic in Arms Regulations
ITT	Invitation To Tender
JSP	Joint Service Publication
KiD	Knowledge in Defence
LNB	Life of Need Buy
Log Demo	Logistic Demonstration
LORA	Level of Repair Analysis
ML	Maintenance Level
MOD	Ministry of Defence
NATO	North Atlantic Treaty Organisation
NSN	NATO Stock Numbers
NVG	Night Vision Goggles
OM	Obsolescence Management
OMP	Obsolescence Management Plan
PD	Product Description
PHS&T	Packaging, Handling, Storage & Transportation
R&M	Reliability & Maintainability
SECR	Safety and Environmental Case Report
SIO	Single Item Ownership
SMEs	Subject Matter Experts
SOW	Statement Of Work
SSP	Supply Support Plan
SSR	Supply Support Report
TDMP	Technical Documentation Management Plan
TDOL	Technical Documentation on Line
TNA	Training Needs Analysis
S&TE	Support & Test Equipment
T3	Train The Trainer

NVG - INTEGRATED LOGISTIC SUPPORT STATEMENT OF WORK**1 Background**

- 1.1 The Night Vision Goggles (NVG) Capability will be deployed for operations around the world as part of a Company Group or Battle Group in line with the Army 2020R construct. This could be part of a single, joint or multi-national force during an enduring operation; a standalone unit deployed into theatre in advance of an enduring operation; and a standalone unit or sub-unit deployed into theatre for contingent operations and deterrence.
- 1.2 This project will be introducing the NVG capability to the customer over a phased 2-year implementation period between 2020-2022

2 Introduction

- 2.1 This Statement Of Work (SOW) defines and describes the scope of Integrated Logistic Support (ILS) work to be carried out by the Contractor for the delivery of equipment for the NVG Project.
- 2.2 To support the NVG capability, the ILS activities have been tailored to achieve a cost-effective programme.
- 2.3 The Contractor shall comply with DEFSTAN 00-600 Part 1 Integrated Logistic Support Requirements for MOD Projects [1], guidance provided within the Defence Logistic Framework (DLF) [2].

Note: Contractor based access to the DLF for the purposes of delivering this contract will be on request to the Authority.

- 2.4 The Contractor shall be responsible for carrying out all work defined within this SOW.
- 2.5 The Contractor shall be responsible for any sub-contractors used to carry out ILS activities.
- 2.6 As the NVG project is based on a Commercial Off The Shelf procurement, the ILS Programme is predominantly focused on:
 - 2.6.1 Maximising equipment availability at optimum Whole Life Cost.
 - 2.6.2 Optimisation of In-Service maintenance.
 - 2.6.3 Reliability and Maintainability (R&M) Assurance.
 - 2.6.4 Supply Support, spares ranging and scaling, Initial Provisioning (IP) and NATO Codification.
 - 2.6.5 Operator and Maintainer Training.
 - 2.6.6 Technical Documentation - Army Equipment Support Publications (AESPs).
 - 2.6.7 Avoidance of new facilities and special to type Support & Test Equipment (S&TE) wherever viable.
- 2.7 In order for the Contractor to address the Authority's requirements, the Contractor shall provide the documents identified at Table 1 defining a list the deliverable requirements under this contract. Deliverables shall be issued to the Authority's Project Manager and copied to the Commercial Manager in an electronic format compatible with Microsoft Office 2010.

ID	Description	Required at ITT Stage	Required after Contract Award*
1.	Integrated Support Plan (ISP)	No	Yes - SOR Item 9 refers
2.	Obsolescence Management List (OML)	No	Yes - SOR Item 21 refers
3.	Level of Repair Analysis (LORA) Report	Yes (Draft)	Yes - SOR Item 10 refers
4.	R&M Case Report	Yes (Draft)	Yes - SOR Item 11 refers
5.	Equipment Breakdown Structure (EBS)	No	Yes - SOR Item 17 refers
6.	T3 Training Package	No	Yes - SOR Item 7 refers
7.	Configuration Items List (CIL).	No	Yes - SOR Item 22 refers
8.	Technical Publications – AESPs	No	Yes - SOR Item 12 refers
9.	NATO Codification Data	No	Yes - SOR Item 14 refers
10.	Logistics Demonstration Plan	No	Yes - SOR Item 18 refers
11.	Supply Support Report	No	Yes - SOR Item 13 refers
12.	Obsolescence Management Report (OMR)	No	Yes - SOR Item 15 refers
13.	Configuration Status Record (CSR)	No	Yes - SOR Item 16 refers

Table 1 – ILS Deliverables

*Note - All documents required after Contract Award, the date by which the final version is required to be delivered to the Authority shall be as stated in Schedule 2 – Schedule of Requirements [3] . The Authority's Acceptance criteria for the document is detailed in Schedule 8 – Acceptance Criteria [4].

3 Integrated Support Plan

- 3.1 The Contractor shall produce an Integrated Support Plan (ISP) in accordance with Def-Stan 00-600 Part 1 which defines the ILS programme of work to be delivered by the Contractor. (See Table 1 – ID.1) in response to meet the requirements of SR-54.
- 3.2 The ISP forms the basis of how the Contractor intends to satisfy the Authority's ILS programme of work and the Contractor's obligations under the contract. The ISP documents the management plans of the contractor for data gathering and analyses; task management, control and execution; and interface of the ILS programme task(s). The management plans of the contractor will demonstrate that integration the new system or equipment, when deployed, will satisfy all supportability criteria.
- 3.3 The ISP as a minimum must contain the following six sections:
 - 3.3.1 Introduction;
 - 3.3.2 Support System Concept
 - 3.2.3 Integrated Logistic Support (ILS) Programme Management, Organization and Performance;
 - 3.3.4 Related plans applicable to the ILS Programme;
 - 3.3.5 Programme plan and Milestone Schedule;
 - 3.3.6 Glossary, Acronyms and Terms;

- 3.4 Annex A to Schedule 10 contains detailed information as to what to include against each of the above six sections within the ISP.

4 ILS Risks

- 4.1 The contractor must include any ILS specific risks within the overall risk management programme for this contract.

5 ILS Reviews

- 5.1 ILS shall be an agenda item at the regular Project Reviews and as a minimum shall include:
- 5.1.1 Progress.
 - 5.1.2 Risks & Issues.
 - 5.1.3 R&M Assurance.
 - 5.1.4 Supply Support.
- 5.2 When required, ILS specific meetings between the Authority and the Contractor will be convened to resolve any ILS issues.

6 Level of Repair Analysis (LORA)

- 6.1 The Contractor shall provide a Level of Repair Analysis (LORA) Report to determine the optimum maintenance level for each maintenance task and provide repair / discard recommendations aligned to the ML1 - ML2 & ML4 maintenance concept.
- 6.2 The Contractor shall determine the optimum ML for each maintenance task by considering; task complexity, manpower constraints, maintenance times, spares holding requirements, Facilities, S&TE.
- 6.3 The contractor shall ensure there is no requirement for the Authority to return NVG equipment to ML4 for scheduled / preventative maintenance.
- 6.4 The contractor shall supply to the Authority a LORA Report, which identifies each In-Service ML1 and ML2 preventative and corrective maintenance task and identifies and justifies the assignment of maintenance tasks to ML4. (See Table 1 – ID.3)
- 6.5 As part of the LORA Report, each ML1 and ML2 maintenance activity shall be identified and for each maintenance task the following information provided:
- 6.5.1 Proposed Maintenance Level.
 - 6.5.2 Maintenance time.
 - 6.5.3 Skills level.
 - 6.5.4 S&TE (including tools).
 - 6.5.5 Facilities.
- 6.6 If Special to Type S&TE or additional facilities are proposed at ML1 or ML2, detailed information and justification shall be provided within the LORA Report.
- 6.7 To aid the Authority, details of any assumptions made by the Contractor as a basis for the LORA, shall be documented in the LORA Report.
- 6.8 The LORA Report shall be delivered in accordance with the Schedule of Requirements [3].

7 Reliability & Maintainability

- 7.1 The Contractor shall produce and deliver a R&M Case as a body of evidence to demonstrate assurance of meeting the R&M requirements.
- 7.2 The R&M Case Report shall be produced in accordance with Def Stan 00-042 Part 3 Reliability and Maintainability Assurance Activity, Part 3: R&M Case) [5], in conjunction with Def Stan 00-049 (MOD Guide to R&M Terminology User in Requirements for definitions and terminology) [6].
- 7.3 The Contractor shall deliver R&M Case Reports in accordance with the Schedule of Requirements [3]. (See Table 1 – ID.4)

8 Technical Documentation

The Contractor shall provide details of the Contractor's general procedures governing the preparation, verification, delivery and maintenance of the AESPs required for system operation and maintenance.

- 8.1 Technical Documentation is required in Army Equipment Support Publication (AESP) format to support NVG operation and maintenance.
- 8.2 In accordance with the Schedule of Requirements [3], the Contractor shall deliver to the Authority the following AESPs to encompass equipment operation and all in-service Maintenance Level (ML) 1 & ML 2 Preventative and Corrective maintenance tasks: (See Table 1 – ID.8)
 - 8.2.1 AESP 101 – Purpose and Planning
 - 8.2.2 AESP 111 – Equipment Support Policy Directive
 - 8.2.3 AESP 201 – Operating Instructions.
 - 8.2.4 AESP 211 – Quick User Reference Guide.
 - 8.2.5 AESP 711 – Illustrated Parts Catalogue.
 - 8.2.6 AESP 741 – Complete Equipment Schedule (CES).
- 8.3 The TD shall comply with Defence Standard 00-601 Part 4 – MOD Business Rules – Contracting for Technical Documentation – Non S1000D Business Rules [7].
- 8.4 The Contractor shall upload the final versions of the AESPs onto Technical Documentation on-Line (TDoL) and provide updates during the contract period and subsequent uploading to TDoL.
- 8.5 The contractor shall inform the Authority of any ITAR information within the AESPs.
- 8.6 The Contractor shall facilitate the Form 10 process within the AESP Octad for any amendments to be made that are identified by the Authority or User.

9 Supply Support

- 9.1 Supply Support concerns ensuring the correct range and scale of spares are available to support the NVG system in-service and includes the approach to Initial Provisioning (IP), NATO Codification, Re-provisioning, Order Administration, Invoicing, Repair and Overhaul.
- 9.2 The Contractor shall adhere to DEFCON 82 and supply IP spares in accordance with the Schedule of Requirements [3].
- 9.3 In response to the Authority's Supply Support requirements, the Contractor shall identify the following within the ISP:

9.3.1 Planning & Delivery of:**9.3.1.1 Identification of Spare Parts.****9.3.1.2 Spares Modelling.****9.3.1.3 Initial Provisioning.****9.3.1.4 NATO Codification & Single Item of Ownership.****9.3.2 Re-Supply.**

- 9.4** The Contractor shall address continuity of supply and define in the ISP how NVG spares will be made available throughout the life of the system.
- 9.5** The ISP shall provide details of the Contractor's procedures governing the identification of the range and scale of spares to be included in the support system, and the codification of spares.
- 9.6** The Contractor shall provide a list of recommended IP spares, (range and scale) optimised for 2-years.
- 9.7** The IP recommended spares shall take into consideration S&TE and Training Equipment supplied to the Authority as part of the Contract.
- 9.8** Ranging and Scaling of spares shall take account of common and consumable items.
- 9.9** Supply Support information shall be provided to the Authority in the form of a Supply Support Report (SSR) (See Table 1 – ID.11), as required by the Schedule of Requirements [3]. The SSR shall include the following information:
- 9.9.1** Initial Provisioning List (IPL) identifying the recommended spares and S&TE required to support NVG for the initial 2-year support period. (the expectation is that the IPL will be revised from initial draft to final in line with support solution development)
 - 9.9.2** The justification / modelling Technical Information (TI) to support the Contractor's spares ranging and scaling IP recommendations.
 - 9.9.3** Details of any special supply matters, for example, but not limited to Minimum Order Quantities, long lead time items, hazardous materiel.
 - 9.9.4** Denomination of Quantity, dimensions and mass details for the range of packaged spares to be supplied to the Authority as part of IP.
 - 9.9.5** Any In-store maintenance instructions and / or constraints for the range of spares and S&TE to be supplied to the Authority.
 - 9.9.6** Disposal TI.

10 NATO Codification

- 10.1** NATO Codification uniquely allocates a NATO Stock Number (NSN) to an item of supply, aligned to the Single Item Ownership (SIO) policy of, 'one Item, one NSN, one owner'.
- 10.2** It is MOD policy that all items held within the Defence Inventory are codified, by the allocation of a unique NATO Stock Number (NSN) in accordance with NATO and UK National Codification Bureau procedures. The selection of items requiring NATO codification is aligned to the maintenance strategy and based on the agreed IPL.
- 10.3** The Contractor shall provide a Codification Report to maximise the use of existing NATO codified equipment and justify when this is not practical.
- 10.4** The Contractor shall ensure the Authority's spares and inventory are optimised in accordance with Def Stan 00-600 PD 3004-01 NATO Codification. Consumable items are to be selected from those currently in use by the UK military services or as agreed with the Authority.

- 10.5 The Contractor shall ensure that all items of supply procured by the Authority under the NVG Contract, including In-Service spares, reusable packaging, S&TE are NATO Codified and serialised.
- 10.6 The Contractor shall comply with Defence Condition (DEFCON) 117 as called up in the terms and conditions of this contract under Clause 45 - Additional Conditions.
- 10.7 The contractor shall provide codification information, in accordance with DEFCON117 to the Codification Authority or the Authority's Agent.
- 10.8 The Contractor shall be responsible for NATO codification activities throughout products life-cycle.
- 10.9 Codification information shall be submitted in accordance with the Schedule of Requirements [3]. (See Table 1 – ID.9) NSNs shall be available in sufficient time to be integrated into the Technical Publications and applied to scope of supply.

11 Packaging, Handling, Storage & Transport (PHS&T)

- 11.1 The Authority requires all NVG assets to be packaged and labelled in compliance with Def Con 129, so they can be handled, stored and transported by the Joint Supply Chain.
- 11.2 The Contractor shall ensure that all NVG Project IP spares packaging is in accordance with Military Packaging Level J requirements, as detailed in Def Stan 81-041 Part 1 (Packaging of Defence Materiel: (Introduction to Defence Packaging Requirements) [14].
- 11.3 The Contractor shall ensure that all NVG Project Electronic and Electrical items packaging is in accordance with Military Packaging Level J requirements, as detailed in Def Stan 81-035 (Packaging of Electrical and Electronic Items)[15].

12 Training & Training Equipment

- 12.1 The Contractor shall generate and provide Train The Trainer (T3) Training Package.
- 12.2 The Contractor shall supply reusable training packages in accordance with the Schedule of Requirements [3], including, but not necessarily limited to:
 - 12.2.1 Quick Reference User Guides.
 - 12.2.2 Training pack handout/slides.
- 12.3 The requirement for Training Equipment shall be determined by the Contractor and supplied to the Authority as part of the NVG scope of supply.
- 12.4 The contractor shall provide commonality with current T3 training materiel. The Authority can provide examples of current training material.

13 Support and Test Equipment

- 13.1 The Contractor shall provide calibration certification for all Support and Test Equipment to be used in the support of NVG equipment to be used on their premises and that of Sub-Contractors as appropriate.

14 Obsolescence Management

- 14.1 The Contractor shall adhere to IEC 62402:2019 **Error! Reference source not found.**, which provides the authoritative guidance on the implementation of cost-effective risk based proactive and reactive OM.
- 14.2 The Contractor shall generate and provide an Obsolescence Management List (OML) to provide the Authority with an overview of the NVG parts subject to proactive obsolescence and details of the

equipment obsolescence status. This information will be used as part of risk management and as an input to through life support cost estimation. (See Table 1 – ID.2)

- 14.3 The contractor shall apply risk-based OM considering probability and associated impact, for the duration of the contract.
- 14.4 The Contractor shall inform the Authority within 5 working days of becoming aware of an obsolescence issue.
- 14.5 The Contractor shall provide an Obsolescence Management Report (OMR), as required, enabling the Authority to understand the implications, timescales, and costed options to resolve, including the Contractor's recommended solution. (See Table 1 – ID.12)
- 14.6 Each OMR shall include the following information, as a minimum:
 - 14.6.1 Details of the Obsolete / Obsolescent part, including Manufacturers Pt No. and description.
 - 14.6.2 The Obsolescence issue, e.g. discontinued part, Life of Need Buy notification etc.
 - 14.6.3 Timescales (associated with part availability and equipment impact).
 - 14.6.4 Implications, associated impact on the capability.
 - 14.6.5 Costed options to resolve the obsolescence issue, including the Contractors recommended solution.
 - 14.6.6 Decision Timeframe, the date by which a decision is required to ensure the Obsolescence Issue doesn't impact on the capability or a decision is required to enable resolution option implementation.
- 14.7 Obsolescence resolution implementation and associated funding shall be resolved in agreement between the Authority and Contractor on a case by case basis.

15 Configuration Management

- 15.1 The Contractor shall be responsible for NVG CM and the NVG specific CM activities applied by the Contractor's Supply Chain.
- 15.2 Configuration Management shall be applied to the NVG Project in accordance with Defence Standard 05-057 [13] and defined in the ISP.
- 15.3 The Authority does not require a CM plan.
- 15.4 The Contractor shall select items for a Configuration Items List (CIL) , if required, to allow the efficient and effective management of product configuration change and enable the management of the product. (See Table 1 – ID.7)
- 15.5 The Contractor shall identify Configuration Management status for each Configurable Item by means of a Configuration Status Record (CSR). The NVG CSR shall satisfy the requirements of Def Stan 05-057 [10]. (See Table 1 – ID.13)
- 15.6 The Contractor shall deliver the CSR in accordance with the Schedule of Requirements [3].

16 Equipment Breakdown Structure

- 16.1 The Authority requires an Equipment Breakdown Structure (EBS). The EBS shall include the Complete Equipment Schedule (CES) and all Maintenance Significant Items. It should include the following detail along with a pictorial representation of all items of the NVG System:

16.1.1 Manufacturer's Part Numbers (System, sub-system and individual parts).

16.1.2 Location of individual parts within NVG, displayed as schematic.

16.1.3 Items within the CES which are replaceable by the:

16.1.3.1 Operator/Maintainer.

16.1.3.2 Contractor.

16.2 The contractor shall ensure the EBS is supplied to the Authority in accordance with the Schedule of Requirements [3]. (See Table 1 – ID.5)

16.3 The contractor shall ensure the EBS is synchronised with the AESPs.

17 Logistics Demonstration

17.1 A Logistic Demonstration (Log Demo) is used as the mechanism to validate that the support system is in place or will be in place with the appropriate range and scale to support the Initial Operating capability and will evolve to meet the NVG Full Operating Capability (FOC). The Log Demo forms part of the Integrated Test Evaluation & Acceptance.

17.2 The Contractor shall generate and provide a Log Demo Plan which shall define the schedule and plan of activities to be undertaken by the Contractor.

17.3 The Contractor shall provide the Log Demo Plan in accordance with the Schedule of Requirements [3]. (See Table 1 – ID.10)

17.4 The Contractor shall invite the Authority to attend the Log Demo.

17.5 The Log Demo shall be held at the Contractor premises on a date to be mutually agreed between the Authority and Contractor.

17.6 The Contractor shall be responsible for recording any actions and presenting an action log to the Authority as part of the Log Demo.

17.7 The Contractor shall rectify any activities within the Log Demo have been deemed unsuccessful and demonstrated to the Authority at the earliest opportunity, on a mutually agreed date.

17.8 The Log Demo shall include the following core activities, but limited to:

17.8.1 Presentation of NVG System (complete to CES) in its final build standard.

17.8.2 Presentation of Spares.

17.8.3 Presentation of NVG packaging and labelling.

17.8.4 Presentation of all Technical Documentation (AESPs).

17.8.5 Presentation of T3 training materials.

17.8.6 Demonstration of an agreed range of ML1/ML2 Preventative and Corrective Maintenance tasks, using appropriate AESPs.

17.8.7 Presentation of storage facilities for NVG equipment to be held on the Contractor premises or repaired by the Contractor at ML4.

17.8.8 Demonstration of the tracking and repair of unserviceable assets through the supply chain.

17.8.9 Log Demo Report, to be issued within 5 working days of the Log Demo.

17.9 The contractor shall provide draft AESPs and T3 training package to the Authority for off line review prior to the Log Demo, in accordance with the Schedule of Requirements [3]. The Authority will provide comments at the time of the Log Demo.

17.10 The Contractor shall provide the Authority with a Log Report following the Log Demo concluding the outcome of the Log Demo.

18 Counterfeit Avoidance

- 18.1 The Contractor shall comply with Def Stan 05-135 (Avoidance of Counterfeit Material) [12] and provide evidence as part of the ISP.

19 Disposal Management

- 19.1 The Contractor shall detail how NVG equipment disposal will be addressed and managed through life in the ISP addressing the following:
- 19.1.1 Disposal support from Industry
 - 19.1.2 Methods of disposal
 - 19.1.3 Disposal information
 - 19.1.4 Legislation
 - 19.1.5 Hazardous materials
 - 19.1.6 Disposal constraints & risks
- 19.2 The Contractor shall consider the regulatory framework and provide recommendations for the consignment and disposal of equipment at the end of service life and/or classed as Beyond Economic Repair (BER).
- 19.3 The Contractor shall supply NVG disposal TI including but not limited to:
- 19.3.1 The identification of all items requiring special disposal measures.
 - 19.3.2 Details of all special disposal measures.
 - 19.3.3 Outline of activities necessary to undertake disposal.
 - 19.3.4 Details of current Legislation, including applicability and legislative developments that the Contractor is aware of and could affect disposal at the projected End Of Life (EOL) date.
 - 19.3.5 Safety, legislative requirements affecting the disposal of NVG equipment
 - 19.3.6 Declaration of hazardous materials content based on DEFCON 68 including the supply of Safety Data sheets.
 - 19.3.7 Details of all NVG Assets Subject to Special Controls (ASSC), such as International Trade in Arms Regulations (ITAR), Proprietary or Intellectual Property Rights.
- 19.4 Disposal TI shall be supplied as an Annex to the ISP.

20 Equipment Marking

- 20.1 The Contractor shall ensure that all main and sub-assemblies procured by the Authority under the NVG contract, are marked correctly in accordance with:
- 20.1.1 Contract Condition 22 - Marking of Contractor Deliverables and
 - 20.1.2 DEF STAN 05-132, 'Marking of Service Materiel Items Using a Unique Item Identifier (UII)'.

Detailed Requirements for the Integrated Support Plan

1. Introduction

1.1. This section as a minimum should contain the following sub-sections:

- 1.1.1. Previous experience - summary information relating to experience in delivering ILS to the requirements of Def stan 00-600 or equivalents such as ASD S series standards.
- 1.1.2. Purpose and scope - details concerning the ISP forming the basis for managing and delivering the contractual ILS Programme.
- 1.1.3. ISP Summary - description, structure of the ISP, to establish a clear understanding of the scope, content and organization of the presented material.
- 1.1.4. Previous experience - summary information relating to experience in delivering ILS to the requirements of Def stan 00-600 or equivalents such as ASD S series standards.

2. Support System Concept

2.1. This section as a minimum should contain the following sub-sections:

- 2.1.1. System/Equipment Description - This sub-section provides a brief description of the functional and physical characteristics of the system/equipment and its major sub-systems. Also included is a description of the physical and functional relationship between the equipment or system and any associated systems or equipment's that it will interface with when operational.
- 2.1.2. Reliability Function Interface - This section details how the ILS activities will interact with R&M function.
- 2.1.3. Safety Management Interface – This section details how the ILS activities will interact bi-directionally with the safety management function.
- 2.1.4. Configuration Management System Interface - This section provides detail on how the ILS activities will interact bi-directionally with configuration management.
- 2.1.5. Obsolescence Management System Interface - This section shall detail how the ILS activities will interact bi-directionally with obsolescence management.

3. Integrated Logistic Support (ILS) Programme Management, Organization and Performance

- 3.1. This section provides a description of the overall process, involving both the Authority and the Contractor, for use in managing and performing the contractual ILS programme and contains the following sub-sections:
 - 3.1.1. ILS Organisation and Interface - describe the Contractor's organisational structure that has been selected to accomplish the contracted ILS programme requirements. Include the

identification of names, positions, responsibilities and details of experience. Provide details of the proposed ILS interface to the Authority.

- 3.1.2. Sub-contractor and Vendor Interface Management - this sub-section contains a list of all major sub-contractors termed as those responsible for supply of deliverables directly to the Prime Contractor or the MOD. Include a general description of the method of specifying the ILS requirements in vendor sub-contracts and the means of controlling the accomplishment of specific work and deliverables.
- 3.1.3. Contractor's Control and Reporting - this sub-section contains the identification of the Contractor's in-house control and reporting procedure and how it is proposed that ILS progress is reviewed and reported.

4. Related Elements applicable to the ILS Programme

4.1. This section as a minimum should contain the following sub-sections

- 4.1.1. Related ILS Elements – this section includes reference to the associated ILS element, as required by the ILS SOW.
- 4.1.2. Associated Information - details of how the Contractor manages or intends to manage the following aspects:
 - 4.1.2.1. Counterfeit Avoidance.
 - 4.1.2.2. Control of Logistic Information.
 - 4.1.2.3. Control & Management of Government Furnished Assets (GFA)

5. Programme plan and Milestone Schedule

5.1. This section contains the programme and master milestone schedule for the ILS scope and includes the following sub-sections:

- 5.1.1. Master Milestone Chart. This sub-section is a master milestone chart to include all major programme and ILS milestones, including ILS element milestones.

6. Glossary, Acronyms and Terms

6.1. This section shall contain a glossary of all acronyms and special terms, or words used in the ISP text.

[REDACTED IN FULL]

SCHEDULE 11 – REPAIR REQUEST FORM

Part A: REPAIR REQUEST - to be completed by the Authority.

- 1.) Repair Demanding Authority: Inventory Manager SCM NVG Telephone: [REDACTED]
2.) Name: Signed: Date:

Contract Number: 700007453 Repair Order Number:

- 3.) Serial Number:
4.) NSN/ Description:
5.) Description of fault where known:
6.) Collection and Return Delivery Point: [REDACTED]

=====
Part. B: REPAIR RESPONSE - to be completed by the Contractor.

- 7.) Date item received
8.) Timescale:..... days for turnaround (In accordance with Turnaround times in Schedule 11)
9.) Expected Return Date.....
10.) Warranty (delete as appropriate)
 a.) Warranty
 b.) Non-Warranty
11.) The Repair Quotation (delete as appropriate):
 a.) Multiple repair total cost (Ex-VAT) with report and quote submitted for NVG SCM approval.
 b.) Repair falls under Warranty – no cost.
 c.) Item beyond economic repair / complete replacement required.
12.) Total cost of repair/replacement: £.....(Ex-VAT)
13.) Return date to [REDACTED]

Name: Signed: Date:

Part C: REPAIR REQUEST AUTHORISATION - to be completed by the Authority's SCM Mgr.

14.) a.) I hereby confirm my acceptance of your firm price quotation for the completion of
Repair Request Number and request you to proceed.

Firm Price quotation £ (Ex-VAT) Completion Date:

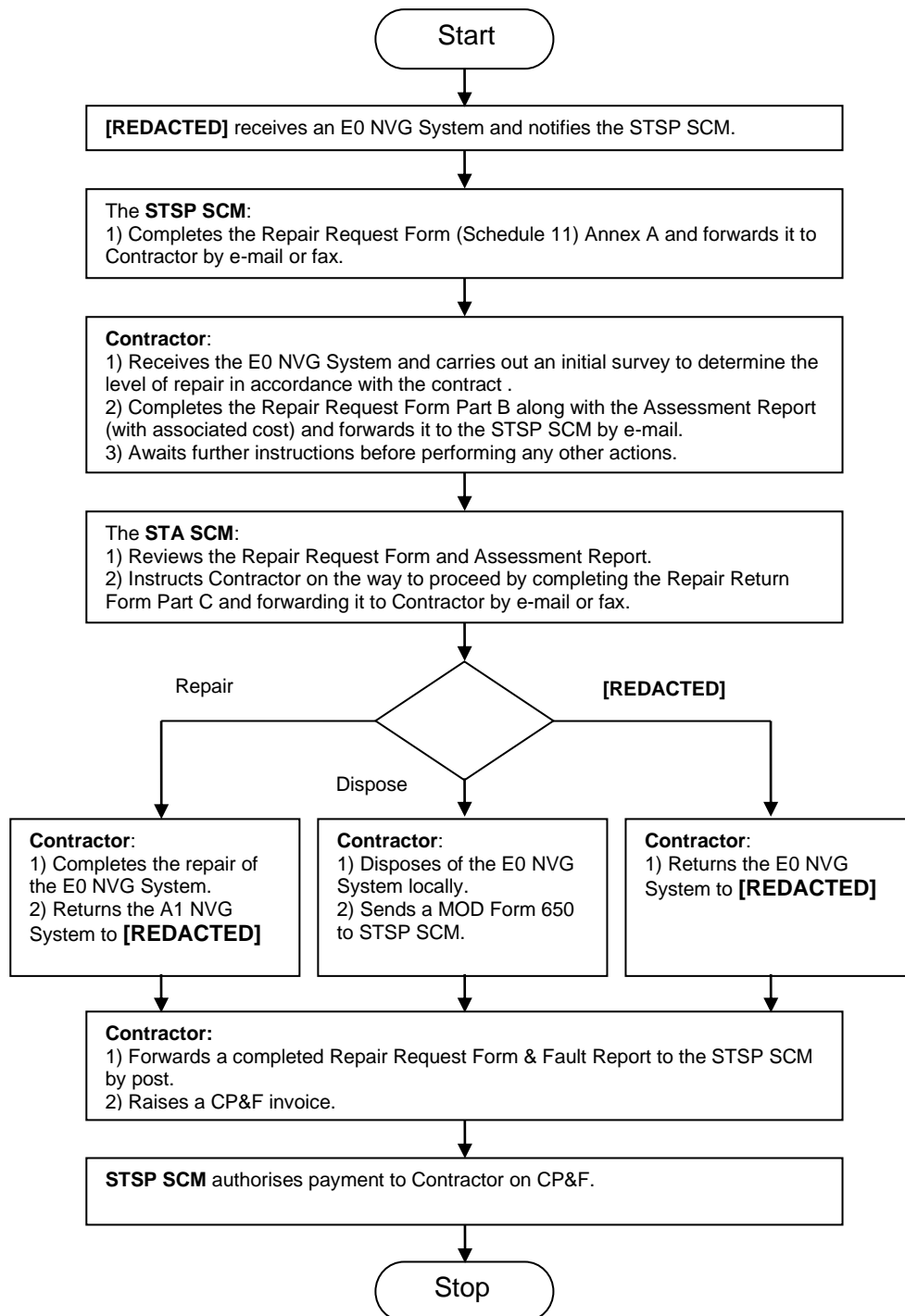
b.) I do not wish you to proceed with the Repair Request Number.....and
request you follow the return procedures for the Repair Item to be sent back to
[REDACTED]

c.) I do not wish you to proceed with the Repair Request Number.....and
request you dispose of the Repair Item.

d.) Additional Instructions for disposal:
.....

Name: Signed: Date:

NVG Repair Flow Chart



Key
SCM – Supply Chain Manager
E0 – Faulty Item
STSP – Soldier, Training & Special Programmes
LCS – Logistics Commodities Services

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POST DESIGN SUPPORT FORM

Part A: PDS REQUEST - to be completed by the Authority.

Contract Number

PDS Task Number

--

PDS Task Title	
Description of Task <i>(Brief summary of requirement e.g. task, milestones, reporting, deliverables and acceptance criteria)</i>	
Continuation Sheet Ref:	
Response Required By:	

Authority Authorisation

Name	Signature	Date

=====

Part. B: PDS RESPONSE - to be completed by the Contractor.

Contract Number

PDS Task Number

--

The service detailed in Part 1 can be provided in accordance with the following detail:

--

Continuation sheet attached (if appropriate) ☐

Anticipated start date:

--

Anticipated completion date:

--

	Total £k	FY	FY	FY	Subsequent years
Total of task					

Total Price (inc any changes):

£k

Price valid until date:

--

Supplier Authorisation:

Name			
Position			
Signature			
Date		Telephone Number	

Part C: PDS AUTHORISATION TO PROCEED - to be Completed by the Authority and returned to the Contractor

Authorisation to proceed ()

Contract Number

PDS Task Number

--

Authorisation is given to proceed with the work detailed in Parts 1 and 2 of this form in accordance with the MOD Project Tasking Note.

Agreed start date:

--

Agreed completion date:

--

Limit of Liability: £k

--

Customer Authorisation:

Name			
Position			
Signature			
Date		Telephone Number	

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[REDACTED IN FULL]

PROJECT: Night Vision Goggles (NVG)

Cyber Security

The Cyber Risk Level for NVG has been assessed as a **Low** risk project. The associated Risk Assessment Reference (RAR or RA) is: **RAR-Q5ZY85P8**

DE&S have included DEFCON 658 (SC2) ¹ as part of the ITT process. This DEFCON is intended to protect MOD Identifiable Information transferred during the life of the contract and sometimes post contract. MOD Identifiable Information is defined in DEFCON 658 (SC2) as "All Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure."

Tenderers must complete a Supplier Assurance Questionnaire (SAQ) to demonstrate their compliance with the cyber security controls relating to the system that would process the bid or MOD material. Def Stan 05-138 (appendix 1) provides further advice and specific guidance on classifications. If the SAQ response is not accepted as sufficient by the online tool, then tenderers should show how they intend to achieve compliance by completing a Cyber Implementation Plan.

Suppliers intending to sub-contract part of a Ministry of Defence contract will also be required to complete a Risk Assessment for the sub-contract(s), and sub-contractors will be required to complete an SAQ in response to it.

You can find further information on Cyber Security by clicking [here](#) or by searching for DCPD on GOV.UK.

Please click this link to register with the online tool and complete your questionnaire:
<https://suppliercyberprotection.service.xgov.uk/>.

¹ Copy of DEFCON 658 (SC2) is attached at Schedule 21 to the terms and conditions of this contract.

Certificate of Conformity			1. Contractor's Unique CoC Serial No.	
2. Contractor's Name and Address:			3. Contract Number:	
			4. Contract Amendment Number:	
			5. Details of Approved Concessions:	
6. Acquirer Name and Address:			7. Deliver Address:	
8. Contract Item Number	9. Product Description and/or Part Number	10. Quantity	11. Shipment Document Numbers	12. Undelivered Quantity
13. Traceability Information reference DEFCON 627 (check the N/A box to indicate no traceability requirements) <div style="margin-left: 20px;"> a) Sub-contract/order number: b) Specification/drawing number including issue: c) Identification marks and/or serial number(s): <input type="checkbox"/> d) Material cast number: e) Batch and/or lot number: f) Test and/or inspection report(s): g) Incoming release note number/reference: </div>				
<ul style="list-style-type: none"> Other Remarks or Comments: (e.g. Cure Date. Shelf Life) 				
<ul style="list-style-type: none"> Contractor's Statement of Quality: It is certified that apart from the concessions noted in block #5 above, the products listed above conform in all respects to the contract requirements 				
Date:		Name and Post Title:		Signature:

[REDACTED IN FULL]

[REDACTED IN FULL]

[REDACTED IN FULL]

[REDACTED IN FULL]

Schedule 21 - Appendices to Contract 70007453 For the Supply of Night Vision Goggles

1. The appendices to this Schedule contain copies of all Allied Quality Assurance Publications (AQAP's), Defence Conditions (DEFCONs), Defence Forms (DEFFORMs), Defence Standards (DEFSTANs), Joint Service Publications (JSP's), Defence Safety Authority (DSA) Standards and other Publications and Standards referenced in the terms and conditions of this contract and the associated Schedules and Annexes.

Appendix	Title	Description
Allied Quality Assurance Publications (AQAP's)		
01	NATO Standard AQAP-2110	NATO Quality Assurance Requirements For Design, Development And Production Edition D Version 1 June 2016
02	NATO Standard AQAP-2131	NATO Quality Assurance Requirements For Final Inspection And Test Edition C Version 1 December 2017
Defence Conditions:		
03	DEFCON 16 (Edn 10/04)	Repair and Maintenance Information
04	DEFCON 23 (SC2) (Edn 11/17)	Special Jigs, Tooling and Test Equipment
05	DEFCON 76 (SC2) (Edn 11/17)	Contractor's Personnel at Government Establishments
06	DEFCON 82 (SC2) (Edn 11/17)	Special Procedures For Initial SPares
07	DEFCON 90 (Edn 11/06)	Copyright
08	DEFCON 117 (SC2) (Edn 10/13)	Supply of Information for NATO Codification And Defence Inventory Introduction
09	DEFCON 532B (Edn 04/20)	Protection of Personal Data
10	DEFCON 550 (Edn 02/14)	Child Labour and Employment Law
11	Defcon 602B (Edn 12/06)	Quality Assurance (Without Deliverable Quality Plan)
12	DEFCON 605 (SC2) (Edn 11/17)	Financial Reports
13	DEFCON 611 (SC2) (Edn 02/16)	Issued Property
14	DEFCON 637 (Edn 05/17)	Defect Investigation and Liability
15	DEFCON 649 (Edn 12/16)	Vesting
16	DEFCON 658 (SC2) (Edn 10/17)	Cyber
17	DEFCON 660 (Edn 12/15)	Official – Sensitive Security Requirements
18	DEFCON 670 (SC2) (Edn 11/17)	Tax Compliance
19	DEFCON 675 (Edn 09/19)	Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)
20	DEFCON 694 (Edn 07/18)	Accounting For Property Of The Authority
Defence Forms:		
21	DEFFORM 129A (Edn 2/16)	Application For Packaging Designs Or Their Status
22	DEFFORM 129B (Edn 04/19)	Military Packaging Feedback Report / Complaint
23	DEFFORM 129J (Edn 9/17)	Shipping Form Design
24	DEFFORM 129J – Explanatory Notes (Edn 11/16)	The Electronic Business Delivery Form Explanatory Notes

Appendix	Title	Description
Defence Standards:		
25	Defence Standard 00-051 Part 1	Environmental Management Requirements for Defence Systems Part: 1: Requirements
26	Defence Standard 00-051 Part 2	Environmental Management Requirements for Defence Systems Part: 2: Guidance
27	Defence Standard 00-251 Part 0	Human Factors Integration for Defence Systems Part 0: Contracting for Human Factors Integration in Defence Systems
28	Defence Standard 00-251 Part 1	Human Factors Integration for Defence Systems Part 1: Early Lifecycle Human Factors Integration Process Requirements
29	Defence Standard 00-251 Part 2	Human Factors Integration for Defence Systems Part 2: Human Factors Integration Process Requirements for the Solution Provider
30	Defence Standard 00-251 Part 3	Human Factors Integration for Defence Systems Part 3: Human Factors System Requirements
31	Defence Standard 00-035 Part 1	Environmental Handbook for Defence Materiel Part 1 - Control and Management
32	Defence Standard 00-035 Part 2	Environmental Handbook for Defence Materiel Environmental Trials Programme Derivation and Assessment Methodologies
33	Defence Standard 00-035 Part 3	Environmental Handbook for Defence Materiel Environmental Test Methods
34	Defence Standard 00-035 Part 4	Environmental Handbook for Defence Materiel Part 4 – Natural Environments
35	Defence Standard 00-035 Part 5	Environmental Handbook for Defence Materiel Part 5 - Mechanical Environments
36	Defence Standard 00-042 Part 01	Reliability and Maintainability Assurance Activity Part: 01: One-Shot Devices/Systems
37	Defence Standard 00-042 Part 3	Reliability and Maintainability Assurance Guide Part 3: R & M Case
38	Defence Standard 00-042 Part 5	Reliability and Maintainability Assurance Activity Part 5: In-Service Reliability Demonstrations
39	Defence Standard 00-042 Part 06	Reliability and Maintainability Assurance Activity Part: 06: Maintainability Demonstrations
40	Defence Standard 00-042 Part 07	Reliability and Maintainability Assurance Activity Part: 07: Reliability Testing
41	Defence Standard 00-049	MOD Guide to R&M Terminology Used in Requirements
42	Defence Standard 00-056 Part 1	Safety Management Requirements for Defence Systems Part 1: Requirements
43	Defence Standard 00-056 Part 2	Safety Management Requirements for Defence Systems Part 2: Guidance on Establishing a Means of Complying with Part 1
44	Defence Standard 00-600 Part 1	Integrated Logistics Support requirements for MOD projects Part: 1: Integrated Logistics Support (ILS) Requirements
45	Defence Standard 00-600 Part 2	Integrated Logistics Support requirements for MOD projects Part: 2: MOD Requirements for a Supportability Case
46	Defence Standard 00-600 Part 3	Integrated Logistic Support Requirements for MOD projects Part: 3 : Logistic Information Requirements
Appendix	Title	Description
Defence Standards:		

47	Defence Standard 00-601 Part 1	MOD Business Rules - Contracting for Technical Documentation Part: 01: AIR S1000D Business Rules
48	Defence Standard 00-601 Part 02	MOD Business Rules – Contracting for Technical Documentation Part: 02: MARITIME S1000D Business Rules
49	Defence Standard 00-601 Part 03	MOD Business Rules – Contracting for Technical Documentation Part: 03: LAND S1000D Business Rules
50	Defence Standard 00-601 Part 04	MOD Business Rules – Contracting for Technical Documentation Part: 04: NON S1000D Business Rules
51	Defence Standard 05-057	Configuration Management of Defence Materiel
52	Defence Standard 05-099 Part 1	Managing Government Furnished Equipment in Industry Part: 1: Provides end to end view of MOD requirements for the management of GFE in Industry
53	Defence Standard 05-099 Part 2	Managing Government Furnished Equipment in Industry Part: 2 : Requirement for the Management of Inventory held by a delivery partner (DP), on behalf of the MOD as stated in the DP Contract
54	Defence Standard 05-132	Marking of Service Materiel Items Using a Unique Item Identifier (UII)
55	Defence Standard 05-135	Avoidance of Counterfeit Materiel
56	Defence Standard 23-012	Generic Soldier Architecture (GSA)
57	Defence Standard 59-411 Part 01	Electromagnetic Compatibility Part: 01: Management and Planning
58	Defence Standard 59-411 Part 02	Electromagnetic Compatibility Part: 02: The Electric, Magnetic and Electromagnetic Environment
59	Defence Standard 59-411 Part 03	Electromagnetic Compatibility Part: 03: Test Methods and Limits for Equipment and Sub Systems
60	Defence Standard 59-411 Part 04	Electromagnetic Compatibility Part: 04: Platform and System Tests and Trials
61	Defence Standard 59-411 Part 05	Electromagnetic Compatibility Part: 05: Code of Practice for Tri-Service Design and Installation
62	Defence Standard 81-041 Part 1	Packaging of Defence Materiel Part: 1: Introduction to Defence Packaging Requirements
63	Defence Standard 81-041 Part 2	Packaging of Defence Materiel Part: 2: Design
64	Defence Standard 81-041 Part 3	Packaging of Defence Materiel Part 3: Environmental Testing
65	Defence Standard 81-041 Part 4	Packaging of Defence Materiel Part: 4: Service Packaging Instruction Sheet (SPIS)
66	Defence Standard 81-041 Part 5	Packaging of Defence Materiel Part: 5: Packaging Processes
67	Defence Standard 81-041 Part 6	Packaging of Defence Materiel Part: 6: Package Marking

Appendix	Title	Description
Defence Safety Authority Standards:		

68	DSA 02: Defence Land Safety Regulator	Policy and Regulations for Health, Safety and Environmental Protection
69	DSA 03: Defence Land Safety Regulator	Land System Safety and Environmental Protection Defence Codes of Practice (DCoP) (Previously JSP 454 Part 2)
Joint Service Publications:		
70	JSP 418	Management of Environmental Protection in Defence Part 1: Directive
71	JSP 822	Defence Direction and Guidance for Training and Education Part 1: Directive
72	JSP 822	Defence Direction and Guidance for Training and Education Part 2: Guidance
73	JSP 892	Risk Management Part 1: Directive
74	JSP 892	Risk Management Part 2: Guidance
Other Standards / Publications:		
75	Logistic Commodities and Services Transformation (LCST) AUTHORITY MANAGED MATERIEL SUPPLIER MANUAL	
76	Department Of Defense Test Method Standard MIL-STD-810G	Environmental Engineering Considerations And Laboratory Tests
77	Configuration Management - Aide Memoire	
78	Defence Standard 05-138 Issue 2 dated 28 September 2017 Titled: Cyber Security For Defence Suppliers	
79	International Standard ISO/IEC 17025, Third Edition 2017-11 titled General requirements for the competence of testing and calibration laboratories	

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> 700007453	2. <u>CDR Number</u> ONE	3. <u>Data Category</u> Maintenance / Repair / Reconditioning / Replacement Technical Information	4. <u>Contract Delivery Date</u> Initial Operating Capability (IOC)
5. <u>Equipment/Equipment Subsystem Description</u> Night Vision Goggles (NVG)		6. <u>General Description of Data Deliverable</u> 1. Maintenance, Overhaul & Calibration Information Pack e.g. <ul style="list-style-type: none"> - Inspection Procedures - Calibration procedures - Scheduled maintenance procedures - Unscheduled maintenance procedures Maintenance Level 1, 2 & 4 Technical Data <p>To enable the Authority or its potential contractors to maintain the Articles or any part thereof in a safe and serviceable operating condition.</p> 2. Repair Information Pack e.g. <ul style="list-style-type: none"> - Inspection / Fault diagnosis / Standard Serviceability testing procedures - Repair procedures - Safety procedures - Handling and storage procedures - Fault and Repair Records / Log Cards Maintenance Level 1, 2 & 4 <p>Technical Data to enable the Authority or its potential contractors to safely return the Articles or any part thereof to a serviceable and safe operating condition.</p> 3. Replacement / Supplier Pack e.g. <ul style="list-style-type: none"> - Part Numbers / NATO Stock Numbers (NSNs) - Supplier catalogue e.g. CAGE codes etc. - Turn-around time records <p>Technical Data to enable the Authority or its potential contractors to identify, for the Articles or any part thereof, suppliers of replacement parts and or to identify component part obsolescence risk.</p> 4. Operations Pack <p>Technical Data to enable the Authority or its potential contractors to safely operate and dispose of the Article(s) or any part thereof.</p>	
7. <u>Purpose for which data is required</u> <p>To enable Maintenance and Repair activities to be undertaken by the Authority or the Authority's designated contractor.</p> <p>To enable Competitive tendering by the Authority for Maintenance or Repair or Replacement tasks.</p>		8. <u>Intellectual Property Rights</u> <p>a. <u>Applicable DEFCONs</u> DEFCON 16, DEFCON 21 and DEFCON 90</p> <p>b. <u>Special IP Conditions</u></p>	
9. <u>Update/Further Submission Requirements</u> IOC + 2 years			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> One (1)	

[REDACTED IN FULL]