



**Ministry
of Defence**

Contract 711510451

Remote Aircraft Mover (RAM) - 10 Chest Pack Assemblies & 8 Battery Retrofit Kits

**Contract Start Date: 30 April 2025
Contract Expiry Date: 31 March 2026**

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| Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland ("The Authority") | And INDAL TECHNOLOGIES INC. ("The Contractor") |
| Team Name and Address: Navy Commercial Leach Building HMS Excellent Whale Island Portsmouth PO2 8BY | Contractor Address: 3570 Hawkestone Road Mississauga Ontario L5C 2V8 Canada |

Modified from SC1B (Edn 10/22)

1 Definitions - In the Contract:

Article means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out

therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

4 Disclosure of Information

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

5 Transparency

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

6 Notices

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

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
- (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

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

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:

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

c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:

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

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

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

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

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

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (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 18.

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

10 Delivery / Collection

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the

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Contractor or collected from the consignor by the Authority.

- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time but no later than ten (10) Business Days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

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

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order: (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
(2) the International Maritime Dangerous Goods (IMDG) Code;
(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 Plastic Packaging Tax – Not Applicable

14 Progress Monitoring, Meetings and Reports – Not Applicable

15 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b 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 15a, 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 15b 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 15c 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.

16 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 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Material Breach

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 their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such excess costs as may have been sustained as a result of the Contractor's material breach of the Contract.

19 Insolvency

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

20 Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to 1.5 times the contract value.
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - (a) any liquidated damages (to the extent expressly provided for under this Contract);
 - (b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Clause 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. UNDER NO CIRCUMSTANCE SHALL CONTRACTOR BE LIABLE TO THE AUTHORITY OR ANY THIRD PARTY WHETHER DIRECT OR INDIRECT FOR LOSS OR DAMAGE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF TURNOVER DAMAGE TO GOODWILL, LOST PROFITS, OR ANY OTHER ECONOMIC LOSS, OR ANY INCIDENTAL, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21 The Project Specific DEFCONs and SC Variants that apply to this Contract are:

DEFCON 5J (Edn 11/16) - Unique Identifiers

DEFCON 90 (Edn 06/21) - Copyright

DEFCON 129J SC1 (Edn 06/17) – The Use of the Electronic Business Delivery Form

DEFCON 503 SC1 (Edn 06/22) – Formal Amendments to Contract

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DEFCON 524A SC1 (Edn 12/22) – Counterfeit Materiel
DEFCON 531 SC1 (Edn 09/21) - Disclosure of Information
DEFCON 532A SC1 (Edn 05/22) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 534 (Edn 06/21) – Subcontracting and Prompt Payment
DEFCON 538 (Edn 06/02) - Severability
DEFCON 540 SC1 (Edn 05/23) – Conflicts of Interest
DEFCON 566 (Edn 10/20) - Change of Control of Contractor
DEFCON 620 SC1 (Edn 06/22) – Contract Change Control Procedure
DEFCON 624 SC1 (Edn 08/22) - Use Of Asbestos
DEFCON 637 (Edn 05/17) - Defect Investigation and Liability
DEFCON 646 (Edn 10/98) - Law and Jurisdiction (Foreign Suppliers)
DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m

DEFCON 627 has been removed, as we will accept INDAL's Certificate of Quality Compliance instead of the version specified in the DEFCON. This was approved by the Technical Project Lead, as it meets their needs.

22 The special conditions that apply to this Contract are:

22.1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

22.2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

22.3 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

22.4 Security

The Contractor shall ensure that they arrange for any relevant security clearances (including BPSS or SC) to be in place when their personnel are required deliver any goods or services on Authority sites.

If Contractor personnel are required to access any classified information at MOD sites or on a MOD provided laptop, they must ensure that this information remains at those sites or on that laptop, unless otherwise agreed and detailed on a Security Aspects Letter. If Contractor personnel are working with any sensitive information they may be required to sign a Non-Disclosure Agreement and/or a Conflicts of Interest statement.

22.5 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.

22.6 Options – Not Applicable

22.7 Variation of Price – Not Applicable

23 The processes that apply to this Contract are:

Contractor Representative

Name: Redacted under FOIA Section 40, Personal Information

Email: Redacted under FOIA Section 40, Personal Information

The Contractor shall notify the Authority if their representative changes to allow any requests from the Authority to be dealt with promptly.

Key Subcontractors

The Contractor has advised that the following key sub-contractors will be used in delivery of this contract:

| Name | Work Undertaken | Approximate Value |
|----------------|-----------------|-------------------|
| Not Applicable | | |

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The Contractor shall notify the Authority before engaging any further Sub-Contractors.

If the Contractor is using a Sub-Contractor in order to meet any deliverables and they cease working with that Sub-Contractor, for any reason, the Contractor will still be responsible for meeting those deliverables.

Payment

In relation to previous clauses regarding payment, Supplier on-boarding for CP&F shall include completing the full MOD registration process in Exostar and an invoice shall only be valid if it has been submitted for the correct amount and tax treatment in Exostar.

The Contractor shall confirm the amount they consider to be due for payment, for any month or period, within 31 calendar days of the end of that month or period and shall submit invoices through CP&F/Exostar no later than 7 calendar days after that payment amount has been confirmed, unless otherwise agreed. All final amounts due under the contract must be confirmed by the Supplier within 31 calendar days of the end date of the contract, unless otherwise agreed.

The Contractor shall provide a full breakdown of any amounts invoiced, to show how the invoices have been calculated in accordance with the agreed prices, should the Authority request this at any time.

Impediments

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

Tender Proposal

Requirements to be delivered in accordance with this contract and, where it does not conflict with this contract, in line with proposal included in tender.

Warranty

Contractor warrants that the products delivered to the Authority shall be free from defects in material and workmanship, provided that the unit has not been subject to accident, abuse, or misuse, and that the unit has been operated in accordance with the manufacturer's recommendations. Such warranty shall be effective for a period of twelve [12] months after delivery. If a product is determined to be in breach of this warranty, Contractor shall, at its option, repair or replace such product.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, AND CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, OBLIGATION OR LIABILITIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AN IMPLIED WARRANTY OF COMMERCIAL ACCEPTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY MAY NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN AUTHORIZATION OF SELLER.

- a. The Contractor shall have ten (20) working days from the date the Authority first notified it that an Article does not comply with Clause 24, to raise a formal dispute in accordance with the Warranty Claim Process shown at Table 1 below.
- b. The Contractor is obliged to deliver a repaired or replacement Article to the specification set out in para two (2) of the Statement of Requirement at Schedule 1 to 711510451, even if a formal dispute is raised in accordance with the Warranty Claim Process. In the event that the Contractor's dispute is upheld the Authority agrees to reimburse the Contractor the full amount of costs it incurred in arranging delivery of the Article. The Authority shall have no other liability to the Contractor for any additional costs it may incur under this clause.

Table 1

| Warranty Claim Process | | | |
|-------------------------------|--------------------------|---|---|
| Stage | Responsible Party | Activity | Response Period |
| 1 | Authority | Authority informed of defect | *Contractor informed in writing by the Authority's agreed representative as per DEFFORM 111 to Contract that an Article does not comply with clause 24. |
| 2 | Contractor | Acknowledge Warranty claim (email) | The Contractor has one (1) working day to acknowledge receipt of the Authority's Warranty Claim. |
| 3 | Contractor | Deliver repaired or replacement Article to a UK location of the Authority's choosing. | Within ten (10) working days of Stage 1. |
| 4 | Contractor | Issue formal dispute to the Authority's agreed representative at DEFFORM 111 (if applicable). | Within ten (10) working days of Stage 1. |
| 5 | Authority | Acknowledge dispute (email) | The Authority has one (1) working day to acknowledge receipt of the Contractor's formal dispute. |
| 6 | Authority | Resolution/arbitration process i.a.w. (if required) Clause 16 (Dispute Resolution). | Within three (3) calendar months of Stage 4. |

* To be supported by a defect report and photographic evidence where appropriate.

- c. Any Article replaced or repaired by the Contractor under this Warranty, shall be guaranteed for 12 (twelve) months from the date that the replacement or repaired deliverable is delivered.
- d. This Clause shall only be enforceable if the Contractor Deliverable has not been subject to accident, abuse, or

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misuse, and that the unit has been operated in accordance with the manufacturer's recommendations.

To Note: This warranty is in lieu of all other warranties, express or implied, whether statutory or otherwise, and contractor disclaims all other warranties, obligation or liabilities, oral or written, express or implied, including without limitation an implied warranty of commercial acceptability or fitness for a particular purpose. this warranty may not be extended or altered except by written authorisation of seller.

Good Faith Clause

Notwithstanding anything to the contrary, the Parties shall exercise their respective rights and perform their respective obligations under and in connection with the operation and governance of this Contract in good faith towards the other and, in relation to all matters relevant to this Contract, shall operate in a spirit of collaboration.

The Authority will not cancel or suspend the Contract, in whole or in part, without 20 business days' prior notice to the Contractor. In the event that the Authority terminates this contract, the Authority shall reasonably pay the Supplier for expenses already incurred for orders placed prior to the termination. Any materials or goods purchased by the Supplier for the performance of this contract shall be transferred to the Authority within 20 business days of the termination.

Schedule 1 – Additional Definitions of Contract

As detailed in Statement of Requirements.

Schedule 2 - Schedule of Requirements

| Deliverables in accordance with Statement of Requirements | | | | | | | | |
|---|--|---|---------------------|----------|---|----------------------|-----------------|---|
| Item Number | Description | Delivery Date | Unit of Measurement | Quantity | Individual Price (£) Ex VAT | Price Type | VOP Review Date | Total Price (£) Ex VAT |
| 1 | Purchase of Equipment – Chest Packs Assemblies as stated in SoR | Contract Period 1 – no later than 31 March 2026 | Per Item | 10 | Redacted under FOIA Section 43, Commercial interests | Firm | Not Applicable | Redacted under FOIA Section 43, Commercial interests |
| 2 | Purchase of Equipment - Battery Retrofit Kits as stated in SoR | Contract Period 1 – no later than 31 March 2026 | Per Item | 8 | Redacted under FOIA Section 43, Commercial interests | Firm | Not Applicable | Redacted under FOIA Section 43, Commercial interests |
| | | | | | | Total Contract Value | | £220,373.10 |

| Item Number | Consignee Address (XY code only) |
|-------------|---|
| 1-2 | W7 Hangar, RNAS Culdrose, Helston, TR12 7RH |
| Item Number | Payment Schedule |
| 1-2 | Payment to be made following successful delivery of each item |

Exact delivery dates will be dependent on date of signing contract and will be confirmed on contract award.

All prices stated are firm prices, to be paid in £ (GBP/Pounding Sterling), not subject to any increase or exchange rates.

The Prices set for each item shall be the total maximum price the Contractor shall charge for the delivery of the goods and/or services covered within that item. No further costs shall be claimed by the Contractor and all prices quoted shall include as a minimum, but not be limited to:

- Any direct or indirect costs.
- Any labour costs or personnel salaries, pensions or contributions.
- Any costs associated with management of the contract.
- Any costs associated with providing reasonably required information to the Authority.
- Any costs for processing of orders or taskings.
- Any costs for submission of invoices.
- Any costs for manufacture or provision of goods and/or services.
- Any costs for delivery to the Authority.
- Any fuel costs.
- Any packaging.
- Any implementation or exit costs.
- Any sub-contractor costs.
- Any IT or system related costs.

Schedule 3 - Contract Data Sheet

| | |
|---|---|
| Contract Period | <p>Effective date of Contract: 30 April 2025</p> <p>The Contract expiry date shall be: 31 March 2026</p> |
| Clause 6 - Notices | <p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p> |
| Clause 8 – Supply of Contractor Deliverables and Quality Assurance | <p>Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If yes: (delete as appropriate)</p> <p>A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC1) <input type="checkbox"/></p> <p>Or</p> <p>A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC1) <input type="checkbox"/></p> <p>If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with Assurance Information must be delivered to the Authority (Quality) within 10 Business Days of Contract Award.</p> |

| | |
|--|---|
| Clause 9 – Supply of Data for Hazardous Substance, Mixtures and Articles in Contractor Deliverables | <p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement) Edn 09/22, and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>by the following date: With tender submission</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.</p> |
| Clause 10 – Delivery/Collection | <p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address)</p> |
| Clause 12 – Packaging and Labelling of Contractor Deliverables | <p>Additional packaging requirements:</p> <p>N/A</p> |
| Clause 13 – Progress Meetings | <p>The Contractor shall be required to attend the following meetings:</p> <p>Not Required</p> |

| | |
|---|---|
| Clause 14 – Progress Reports | The Contractor is required to submit the following Reports: Not Required |
|---|---|

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Redacted under FOIA Section 40, Personal Information

Address: Redacted under FOIA Section 40, Personal Information

Email: Redacted under FOIA Section 40, Personal Information

☎ Redacted under FOIA Section 40, Personal Information

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

Name: Redacted under FOIA Section 40, Personal Information

Address: Redacted under FOIA Section 40, Personal Information

Email Redacted under FOIA Section 40, Personal Information

☎ Redacted under FOIA Section 40, Personal Information

3. Packaging Design Authority:

Organisation and point of contact:

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

☎

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

As per box 2

☎

(b) U.I.N.**5. Drawings/Specifications are available from:****6. Intentionally Left Blank****7. Quality Assurance Representative:**

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

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]**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 53972. 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:

As detailed in Schedule of Requirements

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 8JHAir 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 ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837

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

11. The Invoice Paying Authority:

Ministry of Defence

☎ 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 Arncott

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

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk*** NOTE**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

Schedule 4 - Contractor's Sensitive Information (i.a.w. Clause 5)

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

| |
|--|
| Contract Number: 711510451 |
| Description of Contractor's Sensitive Information: The product itself - Battery Retrofit Kit – Part Number: 1406-024-RETROFITKIT |
| Cross Reference(s) to location of Sensitive Information: Sensitive data will not be provided. |
| Explanation of Sensitivity: The Hardware contains Contractor and third-party intellectual property, which MoD shall continue not to reverse engineered. |
| Details of potential harm resulting from disclosure: Commercial damage to Contractor's suppliers if reverse engineered. |
| Period of Confidence (if applicable): Until in the public domain. |
| Contact Details for Transparency / Freedom of Information matters: Name: Patti Spowart Position: Senior Contracts Manager Address: 3570 Hawkestone Road, Mississauga, Ontario, Canada, L5C 2V8 Telephone Number: 905-281-4377 Email Address: PSpowart@curtisswright.com |

Schedule 5 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7)

Part A – Notification of IPR Restrictions

| 1. | | | | |
|------------|---|---|--|--|
| 2. ID # | 3. Unique Technical Data Reference Number / Label | 4. Unique Article(s)* Identification Number / Label | 5. Statement Describing IPR Restriction | 6. Ownership of the Intellectual Property Rights |
| 1 | | D43219/M - Chest Pack Assy | Developed at private expense – MoD shall not reverse engineer or assist third parties with same. | Indal Technologies Inc. |
| 2 | Service Bulletin with Installation Instructions | 1406-024-RETROFITKIT - Battery Retrofit Kit | Developed at private expense – MoD shall not reverse engineer or assist third parties with same. | Indal Technologies Inc. |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

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

Part B – System / Product Breakdown Structure (PBS) – Not Supplied

Insert PBS here or Modular Breakdown Structure or Not Applicable

Schedule 6 - Statement of Requirements

Introduction

To purchase x10 Chest Pack Assemblies and x8 Retrofit Kit Battery Pack Units and chargers to support the availability of the RAM Handler fleet out to the equipment OSD of 31 Mar 2026. The RAM Handler was brought into service in 2004, RAM Handlers have since been supported on an ad hoc basis with a consequential impact on equipment availability. The Chest Pack Unit is used as the control interface to the RAM, it is therefore required to have x1 Chest Pack available per RAM. The Battery Pack Units and chargers are used to power the RAM, and it is therefore required to have 1x Battery Pack Unit and charger available per RAM.

In-Service RAM Handlers are used to support embarked Merlin Mk2/Mk4 and Wildcat HMA aircraft. Reduction or loss of the capability would impact the ability to embark and operate Merlin and Wildcat aircraft from Surface Vessels, particularly where an inbuilt helicopter handling system such as PRISM is unavailable or not fitted (e.g. T45, QEC and RFA vessels).

Requirement & Deliverables

A procurement of x10 Chest Pack Assemblies (part number: D43219/M) and x8 Battery Retrofit Kits (part number: 1406-024-RETROFITKIT) are required.

The x10 Chest Pack Assemblies and x8 Battery Retrofit Kits must be at the correct software state and compatible with the current Royal Navy's RAM handlers. The items require a minimum of one year's warranty, longer if possible.

Optional Requirements

Not Required.

Timescales

Items must be delivered by 31 Mar 26, as funding is only available for FY 25/26. A staggered delivery is the preferred delivery option, so that the items are sent when they come off the production line, in a steady flow, instead of all at once.

Location

Item to be delivered to W7 Hangar, RNAS Culdrose, Helston, TR12 7RH.

Acceptance

All Chest Pack Assemblies and Battery Retrofit Kits delivered must have a certificate to confirm they are serviceable.

Acronyms

DT – Defence Tasks

FY – Financial Year

OEM – Original Equipment Manufacturer

OSD - Out of Service Date

RAM – Remote Aircraft Mover

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

For and on behalf of the Contractor:

| | |
|-----------------------|--|
| Name and Title | Redacted under FOIA Section 40, Personal Information |
| Signature | Redacted under FOIA Section 40, Personal Information |
| Date | 2025.05.08 |

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

| | |
|-----------------------|--|
| Name and Title | Redacted under FOIA Section 40, Personal Information |
| Signature | Redacted under FOIA Section 40, Personal Information |
| Date | 2025.05.09 |