



deca

**DE&S Deca
Managed Services Team
Contract No: 701553574
For: ACDECA/013 Supply of UV
Lamps for NDTE Aircraft
Inspection & Maintenance
Support**

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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) they have the full capacity and authority to enter into, and to exercise their rights and perform their 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 themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their 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 the winding-up of the company 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 they 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 the winding-up of the company 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 its 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 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 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 the 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 their agents to accept on their 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 the 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 the 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. Formal Amendments to the Contract

- a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
 - (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used); and
 - (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.
- b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.
- c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:
 - (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
 - (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be re-determined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

- d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.
- e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. 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 7.

- 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 (Formal Amendments to the Contract).

8. 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.

9. 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.

10. 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.

11. 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.

12. Transparency

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance 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 and Publishable Performance 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 and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance 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 and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clauses 12.e to 12.i. 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 Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;
 - (2) taking account, the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
 - (3) present information in a format that assists the general public in understanding the relevance and completeness of the Information being published to ensure the public obtain a fair view on how this Contract is being performed.

Publishable Performance Information

- e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.
- f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or

rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.

- g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.
- h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.
- i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

- a. Subject to clauses 13.d to 13.i and Condition 12 each Party:
 - a. shall treat in confidence all Information it receives from the other;
 - b. 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;
 - c. shall not use any of that Information otherwise than for the purpose of the Contract; and
 - d. 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:
 - a. is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - b. 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 their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:
 - a. exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - b. has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - c. 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:
 - a. 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. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
 - b. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - c. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - d. subject to clause 13.g below, 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 the Contract;
 - e. subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - f. 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. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not

already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

- h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- i. 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 their 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.
- j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. 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.

15. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority in writing at the address given in clause 15.c
 - (1) as soon as practicable of any intended, planned or actual change in control of the Contractor and/or their First-Tier Sub-contractor; and
 - (2) Immediately on the Contractor being aware of any actual change of control of any Lower-Tier Sub-Contractor.
- b. The Contractor shall include in any such notification any concerns the Contractor may have with the change of control. Such concerns may include but are not limited to potential threats to national security and security of supply. 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.
- c. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH
and emailed to: DefComrclSSM-MergersandAcq@mod.gov.uk
- d. 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. 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 calendar days (or as agreed by the parties) of receipt of the Authority's written concerns, for the Authority's consideration.
- e. To the extent that the Authority considers that it is reasonable to do so, the Authority shall work with the Contractor to seek to resolve the Authority's concerns. The Contractor agrees to answer the Authority's questions or requests for clarification promptly.
- f. Where the Authority considers, in its absolute discretion, that the risk may be appropriately mitigated, the Contractor shall implement any agreed mitigations promptly and, in any case, within the timescales required by the Authority. Where the Contractor fails to do so, clause 15.g. shall apply.
- g. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor (and/or request the Contractor to terminate any relevant First-Tier or Lower-Tier Sub-Contractor's contract) within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination, including, but not limited to, taking into account the Contractor's own assessment of the change of control.
- h. Where the Authority terminates the Contract in accordance with clause 15.g, subject to clause 15.i, the Contractor may request payment for any unavoidable commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. The Authority shall act reasonably when assessing the Contractor's request for payment although the parties agree that the Authority shall retain the sole discretion, acting reasonably, to decide whether to make such requested payment in accordance with clause 15.i.
- i. Any requests for payment by the Contractor must be submitted promptly and the Contractor shall demonstrate to the reasonable satisfaction of the Authority that such request for payment:
 - (1) is reasonable and properly chargeable;
 - (2) would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract; and
 - (3) is fully supported by documentary evidence.
- j. In the event that the Contractor fails to demonstrate any of the conditions set out at 15.i.(1)-(3), the Authority may reject such request for payment.

- k. 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.
- l. The Contractor shall include provisions equivalent to those set out in this Condition in all relevant sub-contracts.

16. Environmental Requirements

The Contractor shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

17. Contractor's Records

- a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), 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.

18. 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 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.

19. 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 their 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

20. 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 their 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 20.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 they become 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.

21. 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 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

22. 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 22.i to 22.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 over packed, in accordance with clauses 22.i to 22.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 (Amendment) Order 2019.

- 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 22.f and 22.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 their 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 LSOC SpSvcs--SptEng-Pkg1
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.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 22.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 22.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 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.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 22.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, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
 - (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.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 22.I.
- (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 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 6 (Formal Amendments to the Contract).
- 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 17 (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.

23. Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with Condition 17 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 23.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

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

- a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. The Contractor shall provide to the Authority:
 - (1) 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);
 - (2) 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
 - (3) 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 Contractor, 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 24.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 clause 24.i below; 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. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. 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.

- f. 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 in Schedule 6 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 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.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 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).
- i. 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, or, if only hardcopy is available, to the addresses below:
 - (1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH
 - (2) Emails to be sent to:
DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk
- j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
- k. 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 Substances, Mixtures or Articles in Contractor Deliverables 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.
- l. 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.

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 17 (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 (Formal Amendments to the 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 (Formal Amendments to the 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 <https://www.forestryengland.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, the CofC shall be in English unless stated otherwise in the Contract. 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 and the CofC will clearly detail the Articles (quantities, part numbers, batch numbers, NSNs etc) that are contained in a specific delivery.
- b. Each CofC shall be clearly identified as a conformity document and should include the wording "Certificate of Conformity" (or similar) in the title of the document to allow for easy identification.
- c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).
- d. 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 and/or CP&F (Contracting, Purchasing and Finance) Purchase Order Number;
 - (4) Details of any approved concessions (clearly linked to the relevant item);
 - (5) Acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) Line item numbers when there is more than one line item on the CofC;
 - (9) Description of Contractor Deliverable, including part number, specification and configuration status;
 - (10) NATO Stock Number (NSN) (where allocated);
 - (11) Identification marks, batch and serial numbers in accordance with the Specification;
 - (12) Quantities;
 - (13) A signed and dated statement by the Contractor's Authorised Personnel that the Contractor Deliverables comply with the requirements of the Contract and approved concessions. The signing of the CofC may be in the form of a signature or traceable stamp. The Contractor's Authorised Personnel shall mean a competent person appointed and authorised by the Contractor to sign a CofC.
 - (14) Exceptions or additions to the above are to be documented.
- e. 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.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (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 their 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 27.a 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 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 and Counterfeit Materiel

Rejection:

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the 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, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
 - (1) notify the Contractor in writing of its suspicion and reasons therefore;
 - (2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
 - (3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);
 - (4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2). (i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
 - (5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.
- d. Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a and 30.b (Rejection) and provide written notification to the Contractor of the rejection.
- e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:
 - (1) retain any Counterfeit Materiel; and/or

- (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment; and such retention shall not constitute acceptance under Condition 29 (Acceptance).
- f. Where the Authority intends to exercise its rights under clause 30.e the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange, for:
 - (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
 - (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.
- g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:
 - (1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
 - (2) to pass it to a relevant investigatory or regulatory authority;
 - (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall, at the discretion of the Authority, be shared with the Contractor; and/or
 - (4) to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor;
 and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).
- h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.
- i. The Authority shall not use a retained Contractor Deliverable or consignment other than as permitted in clauses 30.c – 30.k.
- j. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
- k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:
 - (1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or
 - (2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

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 (Formal Amendments to the 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 their 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: His 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 materiel 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 materiel 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), they 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 they become or are 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 they become 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 their 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 20 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 20 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 their 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 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.q 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 their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) 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 their 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 their 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 1949;
 - (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, their 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, their 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 negotiation 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 their 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.
- q. 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

- r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., 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 10 (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.
- s. 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 10.
- t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

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 clause 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 Contract 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 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 36.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the 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 their 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 their 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, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling, they 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 they take 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 the 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 10 (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 36.f;
 - (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, they shall cause a term to be included in such subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 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 them or their 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 their 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 their debts if:
 - (a) they have 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 them; 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 they are 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 they have 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 them or on their behalf, or to their 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, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of 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 their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in His 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 Contract, 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 their 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 the Contract are:

DEFCON 076 (SC2) (Edn. 11/22) - Contractor's Personnel at Government Establishments
 DEFCON 082 (SC2) (Edn. 06/21) - Special Procedure For Initial Spares
 DEFCON 117 (SC2) (Edn. 07/21) - Supply Of Information For NATO Codification And Defence Inventory Introduction
 DEFCON 129 (Edn. 02/22) – Packaging (For Articles Other Than Munitions)
 DEFCON 524A (Edn. 12/22) – Counterfeit Materiel
 DEFCON 532A (Edn. 05/22) – Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
 DEFCON 540 (SC2) (Edn. 05/23) – Conflicts of Interest
 DEFCON 621A (Edn. 12/21) Transport (If The Authority Is Responsible For Transport)
 DEFCON 624 (SC2) (Edn. 08/22) - Use of Asbestos
 DEFCON 627 (Edn. 04/24) – Quality Assurance - Requirement for a Certificate of Conformity
 DEFCON 637 (Edn. 05/17) – Defect Investigation and Liability
 DEFCON 644 (Edn. 07/18) – Marking Of Articles
 DEFCON 658 (SC2) (Edn. 10/22) – Cyber
 Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138

46. The special Conditions that apply to the Contract are:

46.1 Special Indemnity Conditions

There are no Special Indemnity Conditions that apply to this contract.

46.2 Russian and Belarusian Exclusion Condition for Inclusion in Contracts

46.2.1 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.

46.2.2 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.

46.2.3 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.

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

46.3 LIMITATIONS ON LIABILITY

Definitions

46.3.1 In this Condition 46.3 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

"Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

'DPA 2018' means the Data Protection Act 2018;

"Law" means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

"Service Credits" means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Statement of Requirement at Schedule 11;

“Term” means the period commencing on the date on which this Contract is signed and ending on the expiry of 5 years or on earlier termination of this Contract.

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

46.3.2. Neither Party limits its liability for:

46.3.2.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

46.3.2.2. fraud or fraudulent misrepresentation by it or its employees;

46.3.2.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

46.3.2.4. any liability to the extent it cannot be limited or excluded by law.

46.3.3. The financial caps on liability set out in Clauses 46.3.4 and 46.3.5 below shall not apply to the following:

46.3.3.1. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

46.3.3.1.1. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and Condition 34 (Third Party IP – Rights and Restrictions);

46.3.3.1.2. the Contractor's indemnity in relation to TUPE at Schedule [(TUPE)];

46.3.3.2. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

46.3.3.2.1. the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

46.3.3.2.2. the Authority's indemnity in relation to TUPE under Schedule [(TUPE)];

46.3.3.3. breach by the Contractor of DEFCON 532A and Data Protection Legislation; and

46.3.3.4. to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

46.3.3.5. For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 (SC2) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clauses 1.4 and/or 1.5 below.

Financial limits

46.3.4. Subject to Clauses 46.3.2 and 46.3.3 and to the maximum extent permitted by Law:

46.3.4.1. For the duration of the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

46.3.4.1.1. in respect of DEFCON 76 (SC2) £15,000.00 in aggregate;

46.3.4.1.2. in respect of Condition 43b £60,000.00 in aggregate;

46.3.4.1.3. in respect of DEFCON 611 (SC2) £5,000.00 pounds in aggregate; and

46.3.4.1.4. in respect of condition 28d £5,000.00 pounds in aggregate;

46.3.4.2. without limiting Clause 46.3.4.1 and subject always to Clauses 46.3.2, 46.3.3 and 46.3.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with the Statement of Requirement at Schedule 11, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £600,000.00 in aggregate.

46.3.4.3. on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 46.3.4.1 and 46.3.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 46.3.4.1 and 46.3.4.2 of this Contract.

46.3.5. Subject to Clauses 46.3.2, 46.3.3 and 46.3.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

46.3.6. Clause 46.3.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

46.3.7. Subject to Clauses 46.3.2, 46.3.3 and 46.3.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- 46.3.7.1.** indirect loss or damage;
- 46.3.7.2.** special loss or damage;
- 46.3.7.3.** consequential loss or damage;
- 46.3.7.4.** loss of profits (whether direct or indirect);
- 46.3.7.5.** loss of turnover (whether direct or indirect);
- 46.3.7.6.** loss of business opportunities (whether direct or indirect); or
- 46.3.7.7.** damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

46.3.8. The provisions of Clause 46.3.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

46.3.8.1. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

46.3.8.1.1. to any third party;

46.3.8.1.2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

46.3.8.1.3. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

46.3.8.2. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

46.3.8.3. the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

46.3.8.4. any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

46.3.8.5. damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);

46.3.8.6. costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

46.3.8.7. any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

46.3.8.8. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

46.3.8.9. any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

46.3.9. If any limitation or provision contained or expressly referred to in this Condition 46.3 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 46.3.

Third party claims or losses

46.3.10. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses

incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

46.3.10.1. arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

46.3.10.2. is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

46.3.11. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

46.4 Logistics Commodities Services Transformation Authority Managed Material Supplier Manual

46.4.1 The Contractor shall (or procure that 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 June 2019) issued by the Authority and published on the Authority's Knowledge in Defence (KiD) system (as amended from time to time) (the "LCST Supplier Manual") in respect of all goods which are:

- a. supplied by the Contractor or any of its subcontractors under this contract; and
- b. 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").

46.5 Output price index based Variation of Price (VOP) Arrangement Variation of Price

46.5.1 The prices stated in the Schedule of Requirements are FIXED at (*Year 4 of the contract*) price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (a+b(O_i/O_0)) - P$$

Where:

V represents the variation of price

P represents the FIXED price as stated in the Schedule of Requirements

O represents the index G6VF – C27 Electrical Equipment 2015=100

O₀ represents the 12-month average OUTPUT Price Index figure for the base period Month of Year Before Start Date to Month Before Start Date (*to be updated upon Contract Award*)

O_i represents the 12-month average OUTPUT Price Index figure prior to the payment date.

a represents the Non-Variable Element (NVE) 0.1

b represents the Variable Element 0.9

$$a+b=1$$

46.5.2 The Index referred to in Clause 46.5.1 above shall be taken from the following Tables:
G6VF – ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries'.

46.5.3 Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.

46.5.4 In the event that any material changes are made to the indices (e.g., a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.

46.5.5 In the event the agreed index or indices cease to be published (e.g., because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 46.5.4 above) shall then be applied.

46.5.6 Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using

the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.

- 46.5.7** The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
- 46.5.8** Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
- 46.5.9** Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause 46.5" have been met.

46.6 Key Performance Indicators

46.6.1 The Parties agree that the Contractor's performance under the Contract shall be monitored by means of Key Performance Indicators (KPIs) linked directly to the Contract Deliverables and against which the Contractor shall be assessed as either having met the RED, AMBER, YELLOW or GREEN metrics, as defined at Schedule 9 to the Contract.

46.6.2 The KPIs are jointly agreed between the Parties and are deemed to be SMART (Specific, Measurable, Achievable, Realistic and Time related) objectives against which performance shall be assessed. The agreed KPIs shall be applicable for the duration of the Contract unless formally amended and agreed upon by the Parties.

46.6.3 The Contractor shall be responsible for demonstrating their performance against the KPIs to the Authority within the Quarterly Progress Report (QPR), detailing the circumstances and any mitigating factors as appropriate. The Authority and the Contractor shall jointly review those KPI's (as detailed in Schedule 9) assessed by each party at the QPM and agree further mitigations where required.

46.6.4 Where a KPI has been found to meet the AMBER or YELLOW metric:

46.6.4.1 The Contractor shall deliver a programme for improvement to the Authority no later than ten (10) Business Days following the QPM.

46.6.4.2 The Parties shall discuss the Contractor's progress within ten (10) Business Days of receipt of the programme for improvement and as required by the Authority.

46.6.5 Where a KPI has been found to meet the RED metric:

46.6.5.1 The Contractor shall deliver a programme for improvement to the Authority no later than ten (10) Business Days following the QPM.

46.6.5.2 The Parties shall discuss the Contractor's progress within ten (10) Business Days of receipt of the programme for improvement and as required by the Authority.

47. The processes that apply to the Contract are:

47.1 Supply Chain – Goods being shipped to MOD Depot (Note: MOD Sites can be defined as any site detailed by the Authority)

47.1.1 Codification – In accordance with DEFCON 117.

47.1.2 Delivery – In accordance with the LCST Manual detailed at clause 46.4.1.

47.1.3 First Article Inspection – Detailed within Schedule 2 of the contract.

47.1.4 Supply Chain Actions – All Supply Chain actions required for delivery to MOD Depot will be carried out by the Supply Chain Manager detailed within the DEFFORM 111 within this contract. It will be a requirement for the Supplier to coordinate with the Supply Chain Manager if any information is required regarding equipment.

47.2 Task Authorisation Form Process

The TAF process will be carried out in accordance with Line Item 2, Paragraph 31 and 32, to Schedule 11 (Statement of Requirement) to this contract and:

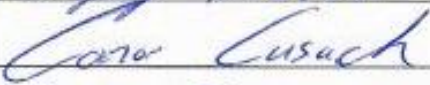
- a. The Authority will initiate a Task by completion of Part 1 of the Task Authorisation Form (TAF) at Schedule 14 to the Contract.
- b. On receipt of the TAF with Part 1 completed, the Contractor shall complete Part 2, with a full and transparent price breakdown, using the agreed rates at Annex A to Schedule 2 to the Contract. The Contractor shall return the TAF to the Authority's representatives (as specified within the DEFFORM 111), within the time specified in the TAF. The Contractor shall only proceed with the Task after approval of the TAF by the Authority.
- c. Authorisation to proceed with the work shall be given by the Authority by completion of Part 3 of the TAF, which shall include financial approval and price agreement. Should the requirement for technical support conflict with other requirements under the Contract, a decision on priority will be given in writing by the Authority's authorised representative.

On completion of the Task, the Contractor shall complete Part 4A of the TAF and forward it to the Authority, where Part 4B of the TAF shall be completed. Payment may only be claimed by the Contractor when the Authority's authorised representative, has confirmed that the Task has been completed to their satisfaction. Such confirmation is not to be unreasonably withheld or delayed.


Contract 701553574 for the Supply of UV Lamps for NDTE Aircraft Inspection & Maintenance Support

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

For and on behalf of the Company Name ~~(Insert company name in full)~~ Labquip NDT Limited

Name, Title and Company Position	Conor Cusack, Mr Managing Director
Signature	
Date	20 January 2025

For and on behalf of the Secretary of State for Defence

Name and Title	Stephanie Butler, Procurement Manager
Signature	
Date	21st January 2025 21st January 2025

Payment Terms

Payment Terms are in accordance with Clause 36 above, within the Terms and Conditions of this contract.

Schedule 1 – Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <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 d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority.

Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<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; or b. 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>
Counterfeit Materiel	<p>means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:</p> <ul style="list-style-type: none"> a. misleading marking of the materiel, labelling or packaging; b. misleading documentation; or c. any other means, including failing to disclose information; except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A (6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	<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.kid.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
First-Tier Sub-Contractor	means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber consuming countries to reduce the extent of illegal logging;
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, or any exercise of Royal Prerogative;
Lower-Tier Sub-Contractor	means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

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);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> 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;

Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
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;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
STANAG 4329	means the publication NATO Standard Bar Code 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;
Substance	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

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

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

DEFCON – Defence Condition – this is a condition set by the Authority and required within the contract to be complied with by the Contractor.

TAF – Task Authorisation Form – this is a form and process which is required for ad-hoc tasking. Tasking which is not within the contract and required by the Authority for work to be carried out.

Schedule 2 – Schedule of Requirements for Contract No: 701553574

For Supply of UV Lamps for NDTE Aircraft Inspections & Maintenance Support in accordance with the Statement of Requirement at Schedule 11
These requirements are from the Statement of Requirement at Schedule 11 of the contract.

Contractor Deliverables										
Contract Year	Item Number	MOD Stock Reference No. (NSN)	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96) Per Quarter (4 per year)	Delivery Date	Total Qty	Price (£) Ex VAT	
									Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
Year 1 July 2024 – June 2025	Line Item 1	N/A	N/A	Project Management in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 2	N/A	N/A	Qualification of UV Lights and UVVLM for use in the DAE in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 3	Supply of the Solution – Broken down to Line Item 3a, 3b, 3c and 3d below								
	3a**	TBC	TBC	Supply of the Solution – UV Lamp Basic in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	Estimated in SOR	Redacted	Redacted
	3b**	TBC	TBC	Supply of the Solution – UV Lamp Advanced in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	Estimated in SOR	Redacted	Redacted
	3c**	TBC	TBC	Supply of the Solution – One Solution of UV Lamp Basic and UV Lamp Advanced in accordance with the	Depot – Donnington – Detailed in	As per the LCST Manual	TBC	Estimated in SOR	Redacted (Basic) & Redacted	Redacted

				Statement of Requirements at Schedule 11 of the Contract and Desirable requirement of the ITT	Special Processes to this contract Clause 47.1	within the Contract			(Advanced)	
	3d	TBC	TBC	Supply of the Solution – UV White Light in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	Estimated in SOR	Redacted	Redacted
	Line Item 4	N/A	N/A	In-Service Support in line with the Statement of Requirement at Schedule 11 on the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
Year 2 July 2025 to June 2026	Line Item 1	N/A	N/A	Project Management in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 2	N/A	N/A	Qualification of UV Lights and UVVLM for use in the DAE in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 3	Supply of the Solution – Broken down to Line Item 3a, 3b, 3c and 3d below								
	3a**	TBC	TBC	Supply of the Solution – UV Lamp Basic in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	Estimated in SOR	Redacted	Redacted
	3b**	TBC	TBC	Supply of the Solution – UV Lamp Advanced in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	Estimated in SOR	Redacted	Redacted
	3c**	TBC	TBC	Supply of the Solution – One Solution of UV Lamp Basic and UV Lamp	Depot – Donnington –	As per the LCST Manual	TBC	Estimated in SOR	Redacted	Redacted

				Advanced in accordance with the Statement of Requirements at Schedule 11 of the Contract and Desirable requirement of the ITT	Detailed in Special Processes to this contract Clause 47.1	within the Contract			(Basic) & Redacted (Advanced)	
	3d	TBC	TBC	Supply of the Solution – UV White Light in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	Estimated in SOR	Redacted	Redacted
	Line Item 4	N/A	N/A	In-Service Support in line with the Statement of Requirement at Schedule 11 on the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
Year 3 July 2026 to June 2027	Line Item 1	N/A	N/A	Project Management in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 2	N/A	N/A	Qualification of UV Lights and UVVLM for use in the DAE in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 3	Supply of the Solution – Broken down to Line Item 3a, 3b, 3c and 3d below								
	3a**	TBC	TBC	Supply of the Solution – UV Lamp Basic in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted	Redacted
	3b**	TBC	TBC	Supply of the Solution – UV Lamp Advanced in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted	Redacted

	3c**	TBC	TBC	Supply of the Solution – One Solution of UV Lamp Basic and UV Lamp Advanced in accordance with the Statement of Requirements at Schedule 11 of the Contract and Desirable requirement of the ITT	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted (Basic) & Redacted (Advanced)	Redacted
	3d	TBC	TBC	Supply of the Solution – UV White Light in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted	Redacted
	Line Item 4	N/A	N/A	In-Service Support in line with the Statement of Requirement at Schedule 11 on the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
Year 4* July 2027 to June 2028	Line Item 1	N/A	N/A	Project Management in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 2	N/A	N/A	Qualification of UV Lights and UVVLM for use in the DAE in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 3	Supply of the Solution – Broken down to Line Item 3a, 3b, 3c and 3d below								
	3a**	TBC	TBC	Supply of the Solution – UV Lamp Basic in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted	Redacted
	3b**	TBC	TBC	Supply of the Solution – UV Lamp Advanced in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to	As per the LCST Manual within the Contract	TBC	1	Redacted	Redacted

					this contract Clause 47.1					
	3c**	TBC	TBC	Supply of the Solution – One Solution of UV Lamp Basic and UV Lamp Advanced in accordance with the Statement of Requirements at Schedule 11 of the Contract and Desirable requirement of the ITT	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted (Basic) & Redacted (Advanced)	Redacted
	3d	TBC	TBC	Supply of the Solution – UV White Light in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted	Redacted
	Line Item 4	N/A	N/A	In-Service Support in line with the Statement of Requirement at Schedule 11 on the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
Year 5* July 2028 to June 2029	Line Item 1	N/A	N/A	Project Management in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 2	N/A	N/A	Qualification of UV Lights and UVVLM for use in the DAE in line with the Statement of Requirements at Schedule 11 of the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	Redacted	Redacted
	Line Item 3	Supply of the Solution – Broken down to Line Item 3a, 3b, 3c and 3d below								
	3a**	TBC	TBC	Supply of the Solution – UV Lamp Basic in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted	Redacted
	3b**	TBC	TBC	Supply of the Solution – UV Lamp Advanced in line with the Statement	Depot – Donnington – Detailed in	As per the LCST Manual	TBC	1	Redacted	Redacted

				of Requirements at Schedule 11 of the Contract	Special Processes to this contract Clause 47.1	within the Contract				
	3c**	TBC	TBC	Supply of the Solution – One Solution of UV Lamp Basic and UV Lamp Advanced in accordance with the Statement of Requirements at Schedule 11 of the Contract and Desirable requirement of the ITT	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted (Basic) & Redacted (Advanced)	Redacted
	3d	TBC	TBC	Supply of the Solution – UV White Light in line with the Statement of Requirements at Schedule 11 of the Contract	Depot – Donnington – Detailed in Special Processes to this contract Clause 47.1	As per the LCST Manual within the Contract	TBC	1	Redacted	Redacted
	Line Item 4	N/A	N/A	In-Service Support in line with the Statement of Requirement at Schedule 11 on the Contract (Payment schedule to be agreed upon Contract Award)	N/A	N/A	TBC	1	£0	£0
Total Price									Redacted	

*VOP – Variation of Price will apply to Year 4 and Year 5 of the contract. Details of how VOP is calculated can be found at Special Condition 46.5 of the contract.

Please note that the first order for equipment will be purchased using the CP&F system. The item will remain at the supplier's premises until a first article check has been carried out in accordance with clause 47.1 of this contract. A date and location are to be agreed between the Authority and Supplier.

**Supply of the Solution – If the Tenderer provides two items to fulfil the solution, line 3c will be deleted. If the Tenderer provides one item to fulfil the solution, line 3a and 3b will be deleted.

This will be confirmed upon Tender return and agreed with the Authority on Contract Award.

Note: Years 1 to 3 will be FIRM pricing and Years 4 & 5 will be FIXED pricing and subject to VOP.

Note: Contract Year dates are subject to change.

Annex A to Schedule 2 – Ad-Hoc Tasking Pricing

The prices below are for Ad-Hoc tasking for Line Item 2, Paragraph 31 and 32 of the Statement of Requirements at Schedule 11

This is anticipated to be labour rates and a repair/maintenance/calibration tier system (if applicable)

Description	Year 1 July 2024 to June 2025	Year 2 July 2025 to June 2026	Year 3 July 2026 to June 2027	Year 4 July 2027 to June 2028*	Year 5 July 2028 to June 2029*
Hourly Labour Rate	Redacted	Redacted	Redacted	Redacted	Redacted
Calibration Minor	Redacted	Redacted	Redacted	Redacted	Redacted
Calibration Major	Redacted	Redacted	Redacted	Redacted	Redacted
Calibration BER	Redacted	Redacted	Redacted	Redacted	Redacted
Maintenance Minor	Redacted	Redacted	Redacted	Redacted	Redacted
Maintenance Major	Redacted	Redacted	Redacted	Redacted	Redacted
Maintenance BER	Redacted	Redacted	Redacted	Redacted	Redacted
Repair Minor	Redacted	Redacted	Redacted	Redacted	Redacted
Repair Major	Redacted	Redacted	Redacted	Redacted	Redacted
Repair BER	Redacted	Redacted	Redacted	Redacted	Redacted

*VOP – Variation of Price will apply to Year 4 and Year 5 of the contract. Details of how VOP is calculated can be found at Special Condition 46.5 of the contract.

Note: Years 1 to 3 will be FIRM pricing and Years 4 & 5 will be FIXED pricing and subject to VOP.

Note: Contract Year dates are subject to change.

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 5 years from contract start date.
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law <input checked="" type="checkbox"/> Scots Law <input type="checkbox"/> clause 4.d shall apply <i>(one must be chosen)</i> 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 7 – Authority's Representatives: The Authority's Representatives for the Contract are as follows: Commercial: <i>(as per Annex A to Schedule 3 (DEFFORM 111))</i> Project Manager: <i>(as per Annex A to Schedule 3 (DEFFORM 111))</i>
Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: <i>(as per Annex A to Schedule 3 (DEFFORM 111))</i> Contractor: Notices can be sent by electronic mail? Yes <input checked="" type="checkbox"/>
Condition 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: As per the Statement of Requirement, line item 1, at Schedule 11 of the Contract
Condition 19.b – Progress Reports: The Contractor is required to submit the following Reports: As per the Statement of Requirement, line item 1, at Schedule 11 of the Contract Reports shall be Delivered to the following address: The Authority's Commercial Officer and Project Engineer as detailed in the DEFFORM 111
Supply of Contractor Deliverables
Condition 20 – Quality Assurance: Is a Deliverable Quality Plan required for this Contract? <i>(tick as appropriate)</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes: A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2) <input type="checkbox"/> or

A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2) ☐

If required, the Deliverable Quality Plan and / or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within Business Days of Contract Award.

Other Quality Assurance Requirements:

SQACR detailed in schedule 12 of this contract.

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: In accordance with Line Item 2 of the Statement of Requirement at Schedule 11 of this contract

Condition 24 – Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

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: Within one (1) month of contract award

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☒ (tick as appropriate)

Applicable to Line Items: Line Item 2 of the Statement of Requirements at Schedule 11 of this contract

If required, does the Contractor Deliverables require traceability throughout the supply chain? ☒
(tick as appropriate)

Applicable to Line Items: Line Item 2 of the Statement of Requirements at Schedule 11 of this Contract

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: All equipment purchased under this contract.

Special Delivery Instructions: As per Condition 47.1 of this contract

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:

Special Delivery Instructions:

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

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

Line Items:	Address:
Line Items:	Address:
Consignee details (in accordance with Condition 22):	
Line Items:	Address:
Line Items:	Address:
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 Business Days.	
Condition 32 – Self-to-Self Delivery:	
Self-to-Self Delivery required?	<input type="checkbox"/> (tick as appropriate)
If required, Delivery address applicable:	
Pricing and Payment	
Condition 35 – Contract Price:	
All Schedule 2 line items shall be FIRM Price other than those stated below:	
Line Items	Clause 36. Refers
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 sixty (60) Business Days	
Other Addresses and Other Information (forms and publications addresses and official use information)	
See Annex A to Schedule 3 (DEFFORM 111)	

Schedule 3
Annex A

DEFFORM 111
(Edn 10/22)

Appendix – Addresses and Other Information

1. Commercial Officer

Name: Stephanie Butler

Address: DE&S Deca, MoD Sealand, Building 15, Welsh Road, Sealand, Deeside, Flintshire, CH5 2LS

Email: Redacted

Tel: Redacted

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

Name: Mark Bradley

Address: DE&S Deca, MoD Sealand, Building 15, Welsh Road, Sealand, Deeside, Flintshire, CH5 2LS

Email: Redacted

Tel: Redacted

3. Packaging Design Authority

Organisation & point of contact:

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

Tel:

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

Branch/Name: DE&S Deca, MoD Sealand, Building 15, Welsh Road, Sealand, Deeside, Flintshire, CH5 2LS

Email: Redacted

Tel: Redacted

(b) U.I.N:

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

DE&S Quality Assurance Manager

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 DEFCON694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
Tel: 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
Tel: aa (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

As per the LCST within the contract

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 Tel: 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS Tel: 030 679 8113 8114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS Tel: 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS Tel: 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection

Service should contact UKStrat6Com-DelSp-RAMP@mod.gov.uk in the first instance

11. The Invoice Paying Authority

Ministry of Defence

Tel: 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>

12. Forms and Documentation are available through*:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16 C Site

Lower Arcott

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

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

***NOTE**

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

<http://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

Schedule 4 – Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 701553574**Authority Changes**

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

Notice of Change

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

Contractor Change Proposal

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

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

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

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11 and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

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

Schedule 5 – Contractor’s Sensitive Information (i.a.w. Condition 12) for Contract No: 701553574

Contract No:
Description of Contractor’s Sensitive Information:
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Schedule 6 – Hazardous Substance, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: 701553574

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

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

*To the best of our knowledge, the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24. ☐

Contractor's Signature:

Name:

Job Title:

Date:

*check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

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

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

Schedule 7 – Timber and Wood-Derived Products Supplied under the Contract: Data Requirements for Contract No: 701553574

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

Schedule 8 – Acceptance Procedure (i.a.w. Condition 29) for Contract No: 701553574

Schedule 9 – Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 701553574

KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year	Average for Reporting Period	Rating	Comment
Suggested KPI K1 - Turn Around Time (Task Completion) Completion of tasks as agreed in the Task Authorisation Form (TAF) – All tasks will be completed within the agreed completion date outlined in the TAF.	Good: > 95%	Quarterly				
	Approaching Target: 94.5% - 85%					
	Requires Improvement: 84.9% - 75%					
	Inadequate: < 74.9%					
Suggested KPI K2 - Turn Around Time (Repair) Completion of repairs within Turn Around Time (TAT) specified in Schedule 2 Annex A of the Contract – All repairs will be completed within agreed TAT.	Good: > 95%	Quarterly				
	Approaching Target: 94.5% - 85%					
	Requires Improvement: 84.9% - 75%					
	Inadequate: < 74.9%					
Suggested KPI K3 - Conformance (Quality of Workmanship) Tasking and repairs completed and returned to the Authority to the required quality standard. The equipment shall not require further maintenance in association with the previously completed task/repair within sixty (60) Business Days of task/repair completion, unless the fault/failure is out of the contract of the Contractor.	Good: > 95%	Quarterly				
	Approaching Target: 94.5% - 85%					
	Requires Improvement: 84.9% - 75%					
	Inadequate: < 74.9%					
Suggested KPI K4 - Communication/Reporting (QPR) Quarterly Progress Report (QPR) documentation (i.e. Agenda, Report, Minutes) to be issued to the Authority within the time periods specified in the SOR (Schedule 11 to the Contract) All information is received by the Authority within the agreed periods and in the agreed standard/format.	Good: > 95%	6 Monthly				
	Approaching Target: 94.5% - 85%					
	Requires Improvement: 84.9% - 75%					
	Inadequate: < 74.9%					

KPI Description	Rating Thresholds	Frequency of Measurement	Quarter and Year	Average for Reporting Period	Rating	Comment
<p>*Suggested KPI</p> <p>K5 - Communication/Reporting (Repair/Maintenance/Calibration Log)</p> <p>The logs shall be up to date and:-</p> <p>a. Available at each QPM</p> <p>b. Issued monthly within five (5) business days of the last working day of each month.</p> <p>c. Where there has been no change to the log since the last submission, an email stating this will be sufficient within five (5) business days of the last working day of each calendar month.</p> <p>d. Issued within three (3) Business Days of such time as the it is requested by the Authority.</p> <p>All information is received by the Authority within the agreed periods and in the agreed standard/format.</p>	Good*: > 95%	Quarterly				
	Approaching Target: 94.5% - 85%					
	Requires Improvement: 84.9% - 75%					
	Inadequate: < 74.9%					
<p>K6 - Social Value KPI</p> <p>To be written and agreed with the Contractor upon contract award.</p> <p>This will be from the Tenderers response to the ITT.</p>	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

Supplier Completion – The supplier is to complete the following headings:

Quarter and Year

Average for Reporting Period

Rating

Comment

See [DEFFORM 539B Explanatory Notes](#)

***Key Performance Indicators are suggested and to be agreed with Supplier upon Contract Award**

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No: 701553574**PART A – Notification of IPR Restrictions**

1. <u>ITT / Contract Number</u>				
2. <u>ID#</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary.

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

PART B – System / Product Breakdown Structure (PBS)

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

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

Schedule 11 – Statement of Requirement (SOR) for Contract Number: 701553574**Introduction**

1. DECA merged with DE&S on 1st April 2023 becoming DE&S Deca. Under a DECA Tasking Agreement (DTA), they have been tasked to carry out the procurement of Ultra-Violet (UV) lights and Ultra Violet and Visible Light Meters (UVVLM) used in Magnetic Testing (MT) and Penetrant Testing (PT). on behalf of Air Commodities Delivery Team (ACT). The MOD appointed Commercial Officer will be the focal point responsible for this contract.
2. The purpose of this Statement of Requirement (SoR) is to provide the information required to submit a Statement of Work (SoW) as part of its Invitation to Negotiate (ITN) return. Once agreed, the SOW will then be incorporated into the Contract and will detail how the Contractor shall:
 - a. Manage the contract, supply Ultra-Violet (UV) lights for Bay Use (advanced), Ultra-Violet (UV) lights – Portable (basic) that are Atmosphere Explosive (ATEX) compliant and through life support thereafter.
 - b. Supply UV and Visible light meters (UVVLM) as a ‘one-off-buy’ with information to enable MOD in house calibration ‘assured capability’.
3. The UK MOD requires the ability to inspect aircraft structures for various structural integral and flight safety defects for Fixed and Rotary Wing aircraft at pre-determined schedules in their maintenance cycles. This SoR sets out the deliverables required of the Contractor to enable the inspection of MOD aircraft structures and is split into line items:
 - a. [Line Item 1 – Project Management.](#)
This line item addresses the activities deemed necessary to manage the contract and associate project.
 - b. [Line Item 2 – Qualification for Use in the Defence Air Environment.](#)
This line item addresses the activities and deliverables required to assist in the qualification of the UV LIGHTS and UVVLM for use in the Defence Air Environment (DAE).
 - c. [Line Item 3 – Supply of UV LIGHTS and UVVLM.](#)
This line item addresses initial delivery of new equipment or service and associated deliverables such as publications.
 - d. [Line Item 4 – In Service Support of UV LIGHTS and UVVLM.](#)
This line item addresses the Work Packages and activities associated with providing In Service Support of the UV LIGHTS following.

Line Item 1- Project Management

4. The Tenderer shall propose appropriate project management support to the Authority comprising, as a minimum:
 - a. **Monitoring/Reporting.**
 - i. The Contractor shall appoint a Project Manager who shall act as the focal point for all Project Management activities.
 - ii. The Contractor shall produce a Progress Review Report (PRR) to provide the Authority with appropriate information to monitor contract deliveries, issues and risks related to performance of the contract including risks identified by the Contractor and their Sub-Contractor(s); to be delivered to inform the Progress Review Meetings.

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- b. Attendance at Contract Meetings.** The Contractor will be required to attend, host and minute Contract Meetings. An agenda should be agreed between the Contractor and authority at least 5 working days before the meeting. The Meetings are to include but not be limited to:
- i. Progress Review Meetings as required, reverting to every six months during in service support phase of the contract to include a review of contractual activities, work in progress, forecasts, risks and issues. The Authority and Contractor will agree the best location for these meetings.
 - ii. A Bi-annual Local Technical Committee (LTC) meeting will be held, if required, to agree and enable the actions detailed from Ad Hoc Post Design Services (PDS) and Ad Hoc non-Core PDS tasks in support of UV LIGHTS. An LTC shall be established on the written authority of the Authority in accordance with Military Aviation Authority (MAA) Regulatory Article (RA) 5301.
- c. Project Plans and Documents.** The Tenderer shall propose how it will deliver, maintain and implement the plans listed below, outlining the content of the plan to satisfy the Authority that the Plan could be included into a future contract, ensuring scalability. The Tenderer will also propose how it will manage the plans through the life of the contract, including their up issue and release, noting that the Authority reserves the right to reject such plans and their revisions:
- i. **Project Management Plan.** The Tenderer shall outline the resources, schedule and means of managing changes to them; to be used in the satisfaction of this contract.
 - ii. **Risk Management Plan.** The Tenderer shall outline how it will implement, conduct and manage all Risk Management activities related to the performance of the contract in accordance with the guidance in the latest version of ISO31000 (currently 2018). This must include how the Tenderer will ensure that their Sub-Contractor(s) also do this and report those risks to the Tenderer.
 - iii. **Quality Management Plan (QMP).** The Tenderer shall describe how it will conduct and manage all Quality Management activities in accordance with all contractual Quality Management requirements and a QMP written in accordance with AQAP 2105. The Contractor shall as a minimum perform an annual review of the QMP to ensure it reflects any changes to the project and continues to align with the requirements of the contract. After review and following agreement of the Authority, the Contractor will formally re-issue the QMP.
 - iv. **Configuration Management Plan (CMP).** The Tenderer shall outline how it will maintain and conduct configuration management, including obsolescence management of the UV LIGHTS and UVVLM throughout its life, in accordance with DEF STAN 05-057, Annex's D and E will apply. The Contractor shall as a minimum perform an annual review of the CMP to ensure it reflects any changes to the project and continues to align with the requirements of the contract. After review and following agreement of the Authority, the Contractor will formally re-issue the CMP.
 - v. **Statement of Requirement Compliance Matrix.** The Tenderer shall provide a matrix of requirements, taken from appendices 1 to 5 of this Statement of Requirement, and the associated means of satisfaction/delivery.
 - vi. **Obsolescence Management Report.** The Contractor shall provide an annual obsolescence management report in accordance with BS EN IEC 62402:2019, 10 days prior to the LTC.
 - vii. **Supplier Management Plan.** The Tenderer shall outline how it will control suppliers to ensure that they deliver to this contract's requirements (competence and capability assessment including Suitably Qualified and Experienced Personnel, selection, assurance or requirement flow-down, product and service acceptance, continuing assurance of competence). The Tenderer should also detail any measure to prevent non-confirming material entering the supply chain.

Quality and Approvals

5. The Tenderer shall demonstrate the operation and compliance with DEF STAN 66-031 Part 2 clause 14.1 (TME shall be constructed from components that are type approved or of good commercial quality. The manufacturer shall state their compliance with UK national standard BS 9000-2 or international IECQ-CECC certification release scheme for components).
6. Further, the Contractor or its Sub-Contractor(s), where work has been sub-contracted, shall maintain the following approvals for the duration of the contract:

Line Item	Approvals
All Line Items	The organisation's Quality Management System is currently certified to BS EN ISO 9001 which is current, the registered scope of work on the certificate covers intended acquisition requirements and the certification was issued by a Certification Body holding suitable accreditation, with the right scope, from a National Accreditation Body (NAB) who is a signatory to the International Accreditation Forum (IAF) or IAF Accredited Regional Multi-Lateral Agreements (MLA). Scopes of certifications from subcontractors may be combined to allow full coverage.
UVVLM Calibration	Accreditation to BS EN 17025 is required

Line Item 2- Qualification of UV LIGHTS and UVVLM for use in the DAE

7. The Tenderer will detail the actions and activities by which it will assist the Authority in trialling and qualifying the UV LIGHTS and UVVLM solutions for use in the Defence Air Environment. Evidence required will include, but not limited to, that detailed at DEF STAN 66-031 Part 2 Clause 7.2, i.e., Documentary evidence of compliance with the technical requirements, or standards, detailed shall be provided in accordance with the following sub-clauses;
 Clause 7.2.1 Proprietary Equipment Procurement: COTS – COTS proprietary equipment shall be supplied with the following validation documentation:
 - 1) Declaration of Conformity CE Marking (or UKCA)
 - 2) Test Reports or Certificates (Type Approval)
 - 3) Calibration Certificate
 NOTE Test Reports shall be provided where testing has been undertaken beyond that necessary for the placement of a product on the market within the European Union (EU). Compliance evidence may include a 'Technical Construction File'.
8. As part of the Tender process, the Tenderer shall provide sufficient technical information necessary to provide a configuration baseline of the UV LIGHTS and UVVLM offered. The Tenderer shall provide all evidence necessary to demonstrate the level of compliance against the requirements at Appendices 1, 2, 3, 4 and 5 highlight those instances where the requirements at Appendices 1, 2, 3, 4 and 5 are not met. In addition, the Tenderer shall support up to 5 day's trials activity at RAF Wittering involving the use and operation of the UV LIGHTS and UVVLM on Authority property or if the equipment is not in stock serviceable; an equivalent production item at the Contractor premises by Authority personnel.
9. The Contractor shall support the Authority in the development of In-Service Clearance and to ensure that the equipment risk is understood and agreed to be As Low As Reasonably Practicable (ALARP) to allow equipment to be utilised in the DAE. The Contractor shall produce and deliver a written Hazard Log Report (HLR) and an Equipment Safety Assessment Report (ESAR) in accordance with DEF-STAN 00-056 as per Clause 7.6 for the supplied equipment to the Authority in order to support the Safety Case (SC). The Safety Case should clearly describe the claims, arguments and evidence used to justify the safety of the system and its use, so that agreement can be reached on the validity of the conclusions. It will be structured hierarchically, and the safety justification summarised in a Safety Case Report. Each Safety Case shall include a statement that the equipment is fit for purpose (or limitation imposed) and be signed and dated by a suitably qualified specialist.
10. The Contractor will support Safety Panel Meetings (SPM), wherever necessary, which shall be convened to review the Safety Case, Hazard Log and supporting evidence. The SPM shall either; confirm acceptance of the Safety Case, direct the Contractor to provide additional information and amend the

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Safety Case for re-submission without an additional SPM or direct the Contractor to provide additional information and amend/re-write the Safety Case for re-submission to an SPM. The Contractor shall not be authorised to deliver equipment for testing or trials without an approved Preliminary Safety Case by the SPM.

11. The Contractor shall support the Authority's conduct of a Preliminary & Critical Design Review (PDR and CDR) leading to the issue of a Design Certificate by the Authority. This will be achieved using the evidence provided during the Tender process, the review and approval of the Contractor Certificate of Design, approval of an initial Safety Case and a First Article Inspection Report that demonstrates conformance to the requirements included in this SoR.
12. The contractor shall provide a Certificate of Conformity (CoC), for each type of UV LIGHTS and UVVLM in accordance with schedule of requirements and any applicable quality management plan in accordance with DEFCON 627.
13. In accordance with stan 00-056, the Tenderer shall provide a draft Safety Management Plan and a compliance matrix (clause 7.1 to the DEF STAN refers) in response to the Invitation to Tender and, on contract award, the Safety Management Plan (SMP) will be formalised and agreed by the Contractor and Authority. Any deviations from the requirements of this Standard shall be formally agreed between the Authority and the Contractor prior to their implementation, and documented in the SMP.
14. In accordance with DEF STAN 00-051 Clause 3.9 (Safety Management Requirements for Defence Systems), the Tenderer shall provide a tailoring and compliance matrix in response to the Invitation to Tender and on contract award, the Contractor shall provide an Environmental Management Plan.
15. The Tenderer shall confirm that post contract award, the Authority appointed Independent Safety Auditors and/or Advisors will be provided access to all premises and records of the Contractor and its Sub-Contractor(s), which in the opinion of the Authority, are necessary for proper performance of the roles of the Independent Safety Auditors and/or Advisors.
16. Further activities and consultations may be required to qualify the UV LIGHTS for use on specific Air Systems and environments. Any support to MOD qualification in addition to that identified above will be Tasked as PDS Tasking iaw Line Item 4 Paras 31 and 32 in this SoR.

Line Item 3 – Supply of The Solution

17. The Tenderer will detail how and when the UV LIGHTS equipment and supporting publications are to be delivered.
18. The Tenderer will provide an Equipment Delivery and Fielding Plan (EDFP) as part of its Tender. The EDFP shall detail how initial deliveries will be carried out and coordinated with clearance activities. Initial delivery of the UV LIGHTS system and UVVLM shall be permitted only when:
 - a. The Contractor Safety Case has been accepted by the Authority.
 - b. Technical Publications have been delivered by the Contractor and accepted by the Authority.
 - c. NATO codification data has been supplied and the UV LIGHTS and UVVLM has received an NSN, in accordance with DEF STAN 00-600 Part 3 Issue 2, Table A.28 and DEFCON 644 (Edn 07/18).
 - d. The Authority supply chain contractors have enabled the equipment on the Ministry of Defence supply chain information systems.
 - e. Confirmation if third party intellectual property is utilised in the solution and if owned by the tenderer, how access and rights to the third party intellectual property is assured through the life of the contract.

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- f. Confirmation if the tenderer has imported microchips and if confirmed by the tenderer where these microchips were imported from and if what level of risk there is to unwanted performance characteristics such as cyber backdoors.
 - g. Confirmation that the Authority will have access to Intellectual Property Rights to ensure capability to operate, deploy, maintain, test, integrate, manufacture, upgrade the UV LIGHTS and UVVLM systems.
19. Initial delivery under this contract shall be delivered into the MOD supply warehouse, quantities as per at Appendix 5. Each UV LIGHTS and UVVLM equipment delivered shall be delivered to the Authority with:
- a. Quantity 1 Laminated user instruction leaflet, written in English.
 - b. Certificate of Conformity in accordance with DEFCON 627 (Edn 04/24)
 - c. Equipment Identification and Marking in accordance with DEF STAN 66-031 Part 2 Clause 10, (See appendix 4)
 - d. Containers required for storage and/or transportation for air and land.
 - e. All necessary ancillary equipment.
 - f. Laminated equipment kit contents list (final format to be agreed with the Authority).
 - g. A warranty. Details to be provided within the Tender Response.
20. **Transport and Packaging.** The Contractor shall implement and manage all Packaging, Handling, Storage and Transportation (PHSandT) activities in accordance with the PHSandT Plan provided with the Tender and approved on Contract award:
- a. **Packaging.** The Contractor shall be responsible for all packaging between their premises and distribution to the Authority's sites. All packaging, labelling and marking of articles shall be in accordance with DEFCON 129 (Edn 02/22) and equipment delivered shall be delivered in Commercial Packaging as defined in DEFCON 129. Any non-compliance causing damage through incorrect packaging, labelling or marking shall be assessed on a case-by-case basis and made attributable to either the MoD or the Contractor in accordance with the Terms and Conditions of Contract.
 - b. **Transport.** Delivery of Articles under Line Item 3 shall be delivered ex works. Transport of Articles Line Item 3 shall be carried out by the MOD transport system in accordance with DEFCON 621A (Edn 12/21). The responsibility for delivery from the Contractor to the MOD sites shall be the responsibility of the Authority. The Contractor is to notify the Authority's PM and the MOD's transport agency at Box 10 of the DEFFORM 111 (Edn 10/22) that the Articles are ready for collection, upon which service transport shall be arranged.
 - c. **Warehouse/depot.** The contractor shall be responsible for ensuring that equipment is supplied as per the requirements in Version 2 – LDOC/CMO/V2.0 dated 28 Jun 19
21. The Contractor shall ensure delivery of equipment requires the least amount of transportation possible.
22. **NATO Codification.** The Contractor shall provide the NATO codification of the equipment to be delivered, and any ancillaries and spares required, in accordance with DEFCON 117 (Edn 07/21). The Contractor shall deliver all information required to the authority to enable the initialisation of the authority supply chain systems prior to equipment delivery.
23. **Technical Publications.** The Tenderer shall deliver a Technical Documentation Plan (TDP) as part of the Tender. The TDP shall identify the Technical Publications to be delivered and identify how the

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Tenderer will manage the delivery and support of the Technical Publications, taking account of DEF STAN 66-031 Part 2 Chap 7 (See appendix 4). Delivery of Technical Publications shall be in English. All Manufacturers User and Servicing documentation is to be provided in a form that is fully editable in Microsoft Office applications (This is to enable inclusion in Air Publications).

24. **Training.** The Tenderer will not be required to price a training requirement.

Line Item 4- In Service Support

25. UV LIGHTS Support only:

- a. To enable MOD to explore the delivery of 'assured capability' via utilising an 'in-house' repair and calibration solution (if calibration required); the Tenderer shall provide:
 - i. Maintenance Policy for Eqpt including Test Equipment requirements, repair and certification policy, tools, consumables, software updates, display screen equipment including pc hardware, keyboards, etc.
 - ii. Recommendations of which entity is most suitable to carry out maintenance. (user/MOD/manufacturer).
 - iii. Forecast failure rates and reliability data.
 - iv. BOM (OEM part numbers) for scheduled maintenance and forecast failures.
 - v. Industry cost for scheduled calibration / maintenance / call out / typical repairs.
 - vi. All other info required to determine maintenance solution.
 - vii. Calibration manual(s) including data applicable passcodes where required and expected calibration tolerances and results.
 - viii. Service manual(s) including maintenance schedule.
 - ix. Maintenance manual(s) including repair 'un-masked' OEM parts list.

26. UVVLM Support only:

- a. To enable MOD to explore the delivery of 'assured capability' via utilising an 'in-house' calibration solution the Tenderer shall provide:
 - i. Maintenance Policy for Eqpt including Test Equipment, Test Equipment 'standards' requirements and certification policy, tools, consumables, software updates, display screen equipment including pc hardware, keyboards, etc.
 - ii. Recommendations of which entity is most suitable to carry out calibration. (user/MOD/manufacturer).
 - iii. Forecast failure rates and reliability data.
 - iv. Industry cost for scheduled calibration.
 - v. All other info required to determine calibration solution.
 - vi. Calibration manual(s), including data applicable passcodes where required and expected calibration tolerances and results.
 - vii. Service manual(s) including maintenance schedule.

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viii. Maintenance manual(s) including repair 'un-masked' OEM parts list.

27. The Tenderer shall provide a costed support solution and Support Delivery Plan (SDP) for UV LIGHTS and UVVLM, to be delivered as part of the Tender, to enable the Authority to decide on the most suitable support solution. The SDP is to address the requirements of DEF STAN 66-031, Part 2 Clause 8 and Clause 21 (see appendix 4). The Contractor shall give details in the quality plan supplied.
28. The SDP is to detail the Tenderer and Authority's responsibilities and actions necessary to ensure that:
- a. UV LIGHTS and UVVLM availability for equipment and quantities detailed at Appendix 5 is maintained, alongside any permitted variances, for the duration of the contract.
 - b. Suitably Qualified and Experienced Personnel are available for the life of the contract to assure commercial and technical, engineering and manufacturing knowledge and skills required to maintain the contract and statement of requirements listed.
 - c. Any obsolescence risks and their mitigations, expected during the life of the contract.
 - d. Constraints in the management of the solution, such as shelf-life, maintenance requirements and calibration periodicities, as detailed in DEF STAN 66-031 Part 2 Clause 8.2 (see appendix 4), are understood and factored into the solution.
 - e. Locations for all maintenance and calibration activities and their associated turn round times, if applicable to the satisfaction of the SoR, are factored into the solution.
 - f. Any spares purchases required by the MOD shall be identified and quantified.
 - g. The scope of Technical Publications and the means by which they will be delivered and maintained through life.
 - h. The scope of maintenance of Personal Computer (PC) equipment, including and not limited to the operating system in use, type of media storage, keyboard and monitor, their anticipated life and any upgrade plans. Scope to also include special to type test software operating system and language and the means by which all the software and hardware updates will be delivered and maintained through life.
 - i. The scope of Post Design Services and the means by which they will be delivered.
 - j. Equipment calibration is managed and conducted in accordance with DEF STAN 05-055 Part 1 for MOD 'in-house' solution and Part 4 for Tenderer.
 - k. Any required Government Furnished Assets (GFA) shall be identified and quantified.
 - l. The packaging of UV LIGHTS and UVVLM shall enable air and road transportation in accordance with DEF STAN 66-031 Pt2, Clause 17.2.1. Deliveries of equipment shall be to the MOD supply system to quantities as described at Appendix 5.
29. **Maintenance of Technical Publications**
- a. The Contractor shall maintain the Technical Publications delivered and conduct a review of all publications annually, amending as required. Any updates to technical publications must be authorised by the Authority's Project Manager. The Contractor shall maintain a record of all changes to the Technical Publications. The status of the technical publications shall be reviewed at the LTC.
 - b. The Contractor shall store the Technical Publications in an electronic format that enables access by the Authority for inspection as required. The technical publications shall be maintained in a format compatible with the Authorities version of Microsoft Office, unless otherwise directed by the

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Authority. The Tenderer shall permit the Authority access to inspect the technical publications maintained under this Work Package within 5 working days of request.

- c. Any updates to technical publications required by the Authority shall be subject to a PDS Task. The Contractor shall be responsible for amending documentation as required by the Authority.

30. Maintenance of Safety Cases

- a. The Contractor shall, as identified in DEF STAN 00-056, provide an updated Hazard Log Report and Safety Assessment Report to enable an update to the Safety Case whenever there is a major change to the equipment, but at the latest 4 years from the date of acceptance of the Safety Case under Line Item 2 and every 4 years thereafter.
- b. Any Updated Hazard Log Report and Safety Assessment Report in order to update the Safety Case required by Major changes, as defined in DEF STAN 00-056, shall be subject to Ad-hoc tasking on a case-by-case basis. Any Updated Hazard Log Report and Safety Assessment Report in order to update the Safety Case required by Minor changes, shall be updated under Line Item 4.
- c. Where updates to Safety Cases are required, they shall be reviewed at an SPM held at Abbey Wood, chaired by the Authority which shall be convened to review the Safety Case, Hazard Log and supporting evidence.

31. Ad-hoc Post Design Services

- a. Ad Hoc Post Design Services (PDS) involves all engineering activities necessary to preserve equipment capabilities at the performance levels formally approved by the Authority and may be used to identify and authorise minor enhancements such as meeting new/safety legislation, or for reducing in-service support costs.
- b. The Tenderer shall manage all PDS activities under Line Item 4 paragraph 4 for the UV LIGHTS and UVVLM equipment. PDS shall include the following:
 - i. Maintenance of Master Documentation and Design Custodian.
 - ii. Design Organisation Continuity. Configuration control of the UV LIGHTS and UVVLM shall be maintained and conducted in accordance with the CMP, DEF STAN 66-031 Part 2, Clause 12 (See appendix 4) refers.
 - iii. Configuration Management of the UV LIGHTS and UVVLM in accordance with the Configuration Management Plan, DEF STAN 66-031 Clause 12 refers.
- c. The Contractor shall maintain a Master Equipment Document Set of reproducible documents for the equipment delivered. This shall involve maintaining the Equipment Drawing Set, test specifications, equipment manuals, reference documentation and publications to the latest issue standard, and provide drawings as requested by the Authority. The Equipment Document Set shall also include as a minimum:
 - i. Manufacturing Drawings.
 - ii. Drawings Lists of equivalents.
 - iii. Packing Instructions Sheets and Certificates.
 - iv. Responsibility Lists, Master Design Indexes and Modification Record Indexes.
 - v. Calibration manual(s) including data applicable passcodes where required and expected calibration tolerances and results.
 - vi. Service manual(s) including maintenance schedule.

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- vii. Maintenance manual(s) including repair 'un-masked' OEM parts list.
- d. The Contractor shall keep a contingency copy of the Equipment Document Set at a safe site removed from the Master Equipment Document Set.
- e. Any amendments to existing documentation requested by the Authority shall be on a task-by-task basis. The Contractor shall be responsible for amending documentation as required by the Authority and shall maintain a record of all changes to the Equipment Document Set.
- f. The Contractor shall ensure continued Design Organisation support through incorporating a level of effort of technical support and engineering resources.
- g. The Tenderer will confirm that it has the appropriate capability and tools to facilitate on-going support and development relating to the products within the scope of equipment, including test equipment maintenance and calibration (if required), for the UV LIGHTS systems throughout the life of the contract.

32. Ad-hoc Post Design Services (PDS)

- a. All PDS advice and assistance shall be raised as a PDS Task in accordance with the Terms and Conditions of the Contract. The Tenderer will outline how Tasks raised under the Contract will be managed potentially including but not limited to the following activities:
 - i. Ad-hoc Meetings to resolve specific issues to deliver the Contract as required by the Authority's Project Manager as identified at Box 2 of DEFFORM 111. The Contractor shall provide sufficient and appropriate representation to the meetings to enable reviews to be conducted. The Contractor shall be responsible for providing all administration and secretariat services unless otherwise stated by the Authority.
 - ii. Preparation of amendments to the Master Equipment Document Set for authorisation by the Authority.
 - iii. F760 Narrative Fault Investigations and F761 Fault Reports including provision of As Received Test (ART) reports for equipment returned from the user for investigation within agreed timescales.
 - iv. Design Modifications to equipment configuration, Preparation and Incorporation as directed by the Authority Project Manager.
 - v. Commercial/Technical investigations.
 - vi. Make arrangements with any sub-system Design Organisation and/or MoD Platform Design Organisation to supply copies of drawings for items of their responsibility.
 - vii. Production versions of modifications shall be incorporated into the equipment held by the Tenderer or sub-tenderer, to ensure that equipment's are kept to the latest modification standard in all respects. Under authority of a PDS task, modification kits will be issued as Government Furnished Equipment (GFE) from the Authority's Project Manager.
- viii. The maintenance of the Master Records Index (MRI).
- ix. Supply of Equipment Document Set, repair, operator and maintenance manuals for UV LIGHTS and UVVLM equipment.
- x. Major updates to Safety Cases.
- xi. Updates to Technical Publications will be requested and managed using MOD F765. The Tenderer will be required to meet the following timescales:

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1. Routine F765 closure with 1 year of receipt.
 2. Rapid F765 closure within 3 months of receipt.
 3. Immediate F765 closure within 28 days of receipt.
- xii. Any other associated tasks authorised by the Authority's Project Manager.

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**Appendix 1 to SOR for Contract Number: 701553574
ULTRA-VIOLET LIGHTS FOR BAY USE (ADVANCED)**

User Requirements

Mandatory User Requirements for UV Light Advanced

1. Physical constraints: Head unit (emitter) must be able to fit inside aircraft compartments typically sized to allow upper body access. Maximum major of head unit dimension (inc handle) 400 mm.
2. Must be Manually portable by a single operator, both in use and when cased. UV Light classified as Portable. Head unit (minus cable) Maximum weight 1.5 kg. Transit case and contents classed as Transportable. Maximum 18 kg.
3. Must Utilise Ultra-Violet Light Emitting Diode technology.
4. Must comply with the extant issue of ASTM E3022 (Standard Practice for Measurement of Emission Characteristics and Requirements for LED UV-A Lamps Used in Fluorescent Penetrant and Magnetic Particle Testing) when delivery commences.
5. Comply with the extant issue of BS EN ISO 3059 (Non-destructive testing — Penetrant testing and magnetic particle testing — Viewing conditions) when delivery commences.
6. Operate from its own independent battery. Battery may be internal or external to the head unit. If external, it must be connected to the head unit with flexible power cable at least 1.5 m long.
7. Rechargeable from UK, EU and US mains power, with included adaptor(s)
8. Emit UV-A light with a peak wavelength of 365 +/-5 nanometres (365 nm is optimum).
9. Achieve a minimum UV-A intensity of 4000 $\mu\text{W}/\text{cm}^2$ (Measured at beam axis at a distance of 38 cm.)
10. Not emit visible light of more than 10 lux at 38 cm – Measured at beam axis at a distance of 38 cm, with UV light 'on' and any integrated white light 'off'.
11. Not emit UV-B or UV-C light.

Desirable User Requirements for UV Light Advanced

1. Ergonomic (capable of being held and operated single-handed, left or right). 'Pistol' grip type handle, to support and balance the head unit. On/off switch and other controls should be accessible from the grip, but may require the unit to be placed down, or use of the other hand.
2. The device shall be capable of being mounted for fixed use.
3. Provide a run time of at least 2 hours. (Run time is from fully charged until intensity drops to 1000 $\mu\text{W}/\text{cm}^2$ at 38 cm.
4. Charge time shall not exceed more than twice the run time. (Charge time is from fully discharged to fully charged).
5. Capable of being operated while charging from mains power.
6. Provide a uniform beam – There should be no dark areas or individual LEDs visible when shone onto a sheet of white paper under ambient viewing conditions (<20 lux) at a range that gives a maximum intensity of 5000 $\mu\text{W}/\text{cm}^2$.
7. Provide flood-type beam pattern -Under normal viewing conditions at 38 cm, there should be a gradual drop off in intensity away from the axis, without a defined edge to the beam.
8. Provide an active warning to the operator when low battery condition occurs (may be audible, visible, vibration or auto shut down below manufacturer's designated threshold).
9. Provide an integrated, white light source of 50 lux min, in the same orientation as the UV beam. (measured on axis at 38 cm).
10. Capable of providing UV only and combined UV and white light.
11. White light intensity shall be controllable by the operator – White light intensity may be variable (white light fade in/out as UV maintained) and/or crossfadable (as white light fades in, UV fades out & vice-versa).
12. Stable UV output should be achieved within 5 minutes of initial switch on. Following switch on from cold, record initial intensity (at beam axis at 38cm) after 5 minutes. Continue to monitor for another minute and record highest and lowest readings during this period.
13. Not unduly expose the operator to UV light due to beam leakage or spread (No increase to background UV light levels measured at 38cm 90 deg to beam axis on all sides).

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14. Certified by the manufacturer to operate in an ambient temperature range of at least 10 to 40 degrees Centigrade. Should also remain operable at these temperatures following storage / transit down to -40 deg C.
15. Operate correctly in direct and alternating magnetic fields of up to 1 Tesla. No flickering or change in output.
16. Resistant to chemicals used during PT and MT inspections. This includes solvent cleaners, penetrants, water, emulsifiers, solvent-based developers and magnetic inks.
17. Not be affected by direct, reflected and ambient UV light. This applies to all components, but particularly lens & filter must not be subject to solarization from UV.
18. Certified by the manufacturer to be ingress protected to at least IP54.

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**Appendix 2 to SOR for Contract Number: 701553574
ULTRA VIOLET AND VISIBLE LIGHT METERS FOR BAY USE**

User Requirements

Mandatory User Requirements for UV and Visible Light Meter

1. Physical constraints: Head unit (sensor) must be able to fit inside aircraft compartments typically sized to allow upper limb access. Maximum major head unit dimension (inc handle) 250 mm.
2. Must be Manually portable by a single operator, both in use and when cased. Meter classified as Portable. Maximum weight 0.5 kg. Transit case and contents classed as Transportable. Maximum 12 kg.
3. Must Comply with the extant issue of BS ISO/CIE 19476 (Characterization of the performance of illuminance meters and luminance meters) when delivery commences.
4. Operate from its own independent battery – Battery shall be integral.
5. Rechargeable devices must be supplied with mains charger (Not applicable to devices that use standard replaceable batteries).
6. UV light spectral response peak shall have a wavelength of 365 +/-5 nanometres (365 nm is optimum).
7. Visible Light (VL) spectral response shall not be affected by UV light or IR radiation.
8. Instruments with remote sensor(s) must either:
 - a. have a connecting cable (detachable / hard-wired), or
 - b. operate using a wireless system that is certified for aircraft use (This KSR is not applicable to instruments with integrated sensor and display).
9. Display must be digital (not analogue). Display must be able to show readings using numerals. Must not only rely on moving needle dial, gauge or other graphical form.
10. UV units must be displayed in mW/cm² (or derived SI equivalents eg W/m², µW/cm², etc.)
11. VL units must be displayed in lux.
12. UV reading resolution must be less than 5 µW/cm² (Smaller is better).
13. .VL reading resolution must be less than 0.1 lux (Smaller is better).
14. UV operating range must be at least 0 to 10 mW/cm² (Higher is better – Minimum upper value 10 mW/cm²).
15. VL operating range must be at least 0 to 5000 lux (Higher is better – Minimum upper value 5000 lux).
16. Provision of sensor and display calibration (for both UV and VL) at intervals of no more than 12 months.
17. If there is a wireless link between the sensor & display the UVVLM must be Weapons Ordinance Munitions Explosives (WOME) emissions compliant.

Desirable User Requirements for UV and Visible Light Meter

1. The system shall comply with DEF STAN 66-031 Pt3, Clause 10.2.3 TME to be used in an Explosive Atmosphere shall conform to ATEX Directive (Latest version 2014/34/EU).
2. Device shall be ergonomic (capable of being held and operated single-handed, left or right)
3. Device shall be Capable of using standard, user-replaceable batteries (e.g. AAA, AA, C, D).
4. Meters with separate sensor and display shall have connecting cable length of at least 50 cm. (Not applicable to wireless meters or those with integrated sensor and display).
5. The display can reconfigure UV units automatically across the range (i.e. uW to mW to W, as reading increases).
6. The Display shall be able to show both UV & VL readings simultaneously.
7. The Device shall be certified by the manufacturer to operate in an ambient temperature range of at least 5 to 50 degrees Centigrade, it should also remain operable at these temperatures following storage / transit down to -40 deg C.
8. The Device shall be certified by the manufacturer to be ingress protected to at least IP54.
9. The display shall be readable in ambient light conditions over the full operating range of the meter.
10. The device shall have a user-selectable peak hold function (Able to retain maximum reading on display until reset by user).

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**Appendix 3 to SOR for Contract Number: 701553574
ULTRA-VIOLET LIGHTS – PORTABLE (BASIC, ATEX COMPLIANT)**

User Requirements

Mandatory User Requirements for UV Light Basic

1. The system shall comply with DEF STAN 66-031 Pt3, Clause 10.2.3 Test Measuring Equipment (TME) to be used in an Explosive Atmosphere shall conform to ATEX Directive (Latest version 2014/34/EU).
2. Physical constraints: Head unit (emitter) must be able to fit inside aircraft compartments typically sized to allow upper limb access. Maximum major of head unit dimension (inc handle) 300 mm.
3. Must be Manually portable by a single operator, both in use and when cased. UV Light classified as Portable. Head unit (minus cable) Maximum weight 1.5 kg. Transit case and contents classed as Transportable. Maximum 12 kg.
4. Must Utilise Ultra-Violet Light Emitting Diode technology.
5. Must comply with the extant issue of ASTM E3022 (Standard Practice for Measurement of Emission Characteristics and Requirements for LED UV-A Lamps Used in Fluorescent Penetrant and Magnetic Particle Testing) when delivery commences.
6. Comply with the extant issue of BS EN ISO 3059 (Non-destructive testing — Penetrant testing and magnetic particle testing — Viewing conditions) when delivery commences.
7. Operate from its own independent battery – Battery shall be integral to the head unit, with no external cables.
8. Rechargeable from UK, EU and US mains power, with included adaptor(s).
9. Emit UV-A light with a peak wavelength of 365 +/-5 nanometres (365 nm is optimum).
10. Achieve a minimum UV-A intensity of 3000 $\mu\text{W}/\text{cm}^2$ (Measured at beam axis at a distance of 38 cm.).
11. Not emit visible light of more than 10 lux at 38 cm – Measured at beam axis at a distance of 38 cm, with UV light 'on' and any integrated white light 'off'.
12. Not emit UV-B or UV-C light

Desirable User Requirements for UV Light Basic

13. Ergonomic (capable of being held and operated in a pistol grip configuration, single-handed, left or right). On/off switch and other controls should be accessible from the grip, but may require the unit to be placed down, or use of the other hand.
14. Provide a run time of at least 2 hours. Run time is from fully charged until intensity drops to 1000 $\mu\text{W}/\text{cm}^2$ at 38 cm (2 hours minimum per battery).
15. If run time is less than 4 Hours: Capable of using standard, user-replaceable batteries (rechargeable or non-rechargeable). E.g. AAA, AA, C, D, etc. Alternatively, an additional proprietary battery can be supplied with the unit to enable a minimum total run time of 4 hours.
16. Charge time shall not exceed more than twice the run time. Charge time is from fully discharged to fully charged.
17. If supplied with a rechargeable battery, capable of being operated while charging from mains power.
18. Provide a uniform beam. There should be no dark areas or individual LEDs visible when shone onto a sheet of white paper under ambient viewing conditions (<20 lux) at a range that gives a maximum intensity of 5000 $\mu\text{W}/\text{cm}^2$.
19. Provide flood-type beam pattern. Under normal viewing conditions at 38 cm, there should be a gradual drop off in intensity away from the axis, without a defined edge to the beam.
20. Provide an active warning to the operator when low battery condition occurs. May be audible, visible, vibration or auto shut down below manufacturer's designated threshold.
21. Stable UV output within 5 minutes of initial switch on. Following switch on from cold, record initial intensity (at beam axis at 38cm) after 5 minutes. Continue to monitor for another minute and record highest and lowest readings during this period.
22. Not unduly expose the operator to UV light due to beam leakage or spread. No increase to background UV light levels measured at 38cm 90 deg to beam axis on all sides.
23. Certified by the manufacturer to operate in an ambient temperature range of at least 10 to 40 degrees Centigrade. Should also remain operable at these temperatures following storage / transit down to -40 deg C.
24. Operate correctly in direct and alternating magnetic fields of up to 1 Tesla. (No flickering or change in output).

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25. Resistant to chemicals used during PT and MT inspections. Includes solvent cleaners, penetrants, water, emulsifiers, solvent-based developers and magnetic inks.
26. Not be affected by direct, reflected and ambient UV light. Applies to all components, but particularly lens & filter must not be subject to solarization from UV.
27. Certified by the manufacturer to be ingress protected to at least IP66.
28. Provide an integrated, white light source in the same orientation as the UV beam. Measured on axis at 38 cm.
29. Capable of providing UV only and combined UV and white light.
30. White light intensity shall be controllable by the operator. White light intensity may be variable (white light fade in/out as UV maintained) and/or crossfadable (as white light fades in, UV fades out & vice-versa).

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Appendix 4 to SOR for Contract Number: 701553574
AIRCRAFT PENETRANT & MAGNETIC ULTRA-VIOLET TEST EQUIPMENT
PORTABLE (BASIC, ATMOSPHERE EXPLOSIVE-ATEX COMPLIANT)

Mandatory General Equipment Requirements

The design of the **UV LIGHTS and UVVLM** shall be such that when installed, used and maintained in accordance with the manufacturer's instructions, it will not present a hazard to the equipment under inspection, the facility, the maintainer or the user. The UV LIGHTS and UVVLM shall satisfy the requirements of DEF STAN 66-031 Parts 2 and 3, detailed below. The Tenderer shall confirm the achievement of the requirements below; or detail how they are not met and the implications, in a Requirements Satisfaction Matrix.

Description	DEF STAN 66-031 Clause and Requirement
Technical Publications	Pt2, Clause 7.1.3: Equipment (Eqpt) shall be supplied with the manufacturer's standard technical manuals. Pt2, Clause 7.1.4: Documentation content shall be technically accurate, shall comply with all statutory safety regulations, contain all necessary safety, warning and cautionary notices. Pt2, Clause 7.1.5: Technical publications shall be produced in accordance with the underpinning international standards referenced by BS 8888. Pt2, Clause 7.1.6: Technical publications and manuals shall be maintained for the service life of the eqpt.
Validation Documentation	Pt2, Clause 7.2.1: Eqpt shall be supplied with the following validation documentation: 1) Declaration of Conformity CE Marking (or UKCA); 2) Test Reports or Certificates (Type Approval); 3) Calibration Certificate Test Reports shall be provided where testing has been undertaken beyond that necessary for the placement of a product on the market within the European Union (EU) or UK. Compliance evidence may include a 'Technical Construction File'.
Product Support: Obsolescence, Shelf life, Warranty	Pt2, Clause 8.1.1: The contractor shall manage obsolescence in accordance with BS 7000 Part 5. Pt2, Clause 8.1.2: The contractor shall: a. Support the equipment for a minimum of 5 years from its obsolescent date; b. Stipulate the support life of the product; and c. Declare any future intent to replace the existing build within a two-year period from the time of delivery. Pt2, Clause 8.2.1: The contractor shall declare the 'shelf life' of the product. Pt2, Clause 8.2.3: No maintenance, operation, or validation shall be necessary when stored in accordance with the manufacturer's recommended procedures. The contractor shall state the maximum calibration interval the eqpt can be stored before requiring recalibration. Pt2, Clause 8.3: Eqpt shall be supplied with a guarantee/ warranty. The duration of the warranty period will be specified under the conditions of the contract.

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Eqpt Identification and Marking	<p>Pt2, Clause 10.3.1: Eqpt shall include the following identification and marking: 1) Title; 2) NATO Stock Number (NSN); 3) Serial Number; 4) Date of manufacture; 5) Modification Record.</p> <p>Pt2, Clause 10.4: Calibration labels shall be implemented in accordance with DEF STAN 05-55.</p> <p>Pt2, Clause 10.5.1: Electrostatic sensitive devices incorporated within the eqpt shall be identified in accordance with the labelling requirements of BS EN 61340-5-1.</p> <p>Pt2, Clause 10.5.2.1: Eqpt shall be marked in accordance with the relevant European Harmonised Standard (Euronorm) implemented under the Low Voltage Directive.</p> <p>Pt2, Clause 10.5.2.2: Eqpt shall incorporate marking identifying the 'ON' position of the main power switch or isolator.</p> <p>Pt2, Clause 10.6: Eqpt shall carry the CE marking. The limitation of CE marking shall be stated within the Declaration of Conformity.</p> <p>Pt2, Clause 10.7: Identification and marking of packaging and containers shall be in accordance with DEF STAN 81-41 Part 6. A relaxation of the requirement may be permissible where the manufacturer's original reusable packaging, or case, is retained for service use.</p> <p>Pt2, Clause 10.8: Safety markings shall comply with UK civil safety legislation.</p>
Quality	<p>Pt2, Clause 14.1: Eqpt shall be constructed from components that are type approved or of good commercial quality. The contractor shall state its compliance with UK national standard BS 9000-2 or international IECQCECC certification release scheme for components.</p> <p>Pt2, Clause 14.2: Contractor shall operate a quality management system compliant with the requirements of BS EN ISO 9000: 2000 as relevant to the scope of supply.</p>
Physical Constraints	<p>Pt2, Clause 15.c) 2) No individual transportable equipment LRU should exceed 18kg. 3) No portable equipment should exceed 10kg.</p>
Portability	<p>Pt2, Clause 17.1: The provision of carrying handles or straps is desirable for eqpt of mass 18kg or more. Where carrying mechanisms are not provided, directions on lifting and carrying shall be included within the manufacturer's documentation.</p> <p>Pt2, Clause 17.2.1: Eqpt shall be suitable when packaged in transit cases, for transportation (internal carriage) as self-contained units by: a) Wheeled Vehicle Road; b) Wheeled Vehicle Off-road; c) Rail; d) Air (fixed wing aircraft); e) Air (rotary wing aircraft); f) Marine (Sea).</p> <p>Pt2, Clause 17.2.3: Re-useable packaging and transit cases shall comply with the requirements of DEF STAN 81-041. Re-usable packaging and transit cases shall be designed for storage, transit and handling. The service life of re-usable packaging shall be commensurate with that of the eqpt.</p> <p>Pt2, Clause 17.2.4: Packaging shall be marked in accordance with clause 10.7.</p> <p>Pt2, Clause 17.2.5: The design of both delivery and re-useable packaging shall permit the packing and unpacking of an item without the use of specialist tools or mains power.</p>
Construction	<p>Pt2, Clause 18.2: Materials used in the construction shall be compatible with each other. Finished materials shall: a) not corrode when exposed to the user environmental conditions specified within the SRD; b) be resistant to the climatic, biological and chemical environmental conditions specified within the SRD.</p>
Electrical Supply Characteristics	<p>Pt2, Clause 20.2.1 AC supply characteristics are defined in BS EN 50160: 2010.</p>

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	<p>Pt2, Clause 20.2.2: Detachable power cords used for connection to a public supply system shall conform to the requirements of the relevant standard implemented under the Low Voltage Directive, and the requirements for couplers defined in BS EN 60320 Parts 1 and 2-2. The power cord shall be fitted with a mains plug containing a correctly rated fuse. BS 1362 provides guidance.</p> <p>Pt2, Clause 20.2.3: Fuse protection shall be provided at the equipment inlet connector, where connection to the external supply is not implemented via a fused coupler. The primary protection fuse shall be accessible from an outside face or panel of the equipment with the rating and characteristic of the fuse identified by a label. The presence of internal secondary fuses shall, where practicable, be indicated on an outside face, or panel of equipment. Where external markings are impracticable, a note shall be included within the manufacturer's technical handbook.</p> <p>Pt2, Clause 20.2.4: AC supplied equipment shall incorporate over-voltage, and over current protection. Minimum protection requirements for COTS equipment are defined in EN 61010.</p>
Electromagnetic Compatibility (EMC)	<p>Pt2, Clause 23.8: Commercial Off The Shelf (COTS) equipment shall be compliant with relevant European Harmonised Standards (Euronorm), evidence of compliance will comprise 'CE Marking' and a valid Declaration of Conformity (or UKCA). For all other procurements the contractor shall provide an approved Test Plan and Test Report. Test Plans and Reports shall fulfil the essential criteria of DEF STAN 59-411 or alternative recognised standard.</p>
Safety	<p>Pt2, Clause 25.1.1.1.1: The Equipment, when used for its intended function, within its intended operating environment, shall not present a hazard to operating/ maintenance personnel, the System or Unit Under Test or the surrounding facility.</p> <p>Pt2, Clause 25.1.1.1.2: Eqpt shall comply with all relevant statutory safety legislation; including Low Voltage Directive 73/23/EEC, amended by 93/68/EEC, implemented under UK Legislation SI 1994 No. 3260, Electrical Equipment (Safety) Regulations 1994; and the relevant European Harmonised Standards applicable to the product category as listed in the Official Journal of the European Union.</p> <p>Pt2, Clause 25.1.1.1.6 Equipment intended to perform Safety Related functions shall comply with the requirements of BS EN 61508-1. The standard applies to all electronic, electrical and programmable electronic systems used in safety related functions.</p> <p>Pt2, Clause 25.1.1.1.7: The contractor shall inform the Procuring Authority, in a timely manner, where specific contracted (non-legislative) safety requirements cannot be met.</p> <p>Pt2, Clause 25.1.1.1.8: The contractor shall provide documentary evidence of compliance with safety requirements. Evidence shall include a Declaration of Conformity and may additionally include a Type Certificate.</p> <p>Pt2, Clause 25.1.1.1.9: The contractor shall identify all potential safety hazards associated with the scope of supply and ensure that all relevant European Harmonised Standards are met. A list of standards is included in Part 1 of Defence Standard 66-031. The list should not be considered definitive.</p> <p>Pt2, Clause 25.1.1.1.10: Safety related instructions shall be included in operating manuals or handbooks.</p> <p>Pt2, Clause 25.1.2.1: The contractor shall apply the principle of ALARP (As Low As Reasonably Practicable). Eqpt shall not present:</p> <ul style="list-style-type: none"> • unacceptable Mechanical hazard (sharp edges, projections, handling risk, falling or toppling risk, high touch temperature, high

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	<p>pressure); • unacceptable connection to hazardous voltage; • unacceptable Ionising Radiation hazard of greater than 5 micro-Sieverts per hour; • unacceptable ESD hazard to itself or UUT; • unacceptable No light/ near light hazard (Laser hazard); • unacceptable Acoustic hazard.</p> <p>Pt2, Clause 25.1.2.2: Safety interlocks shall function independently of software.</p> <p>Pt2, Clause 25.1.2.3: The design shall prevent the inadvertent alteration of safety critical settings during operation, storage or transport.</p> <p>Pt2, Clause 25.1.2.4: No components capable of 'working loose' shall result in a hazardous condition.</p> <p>Pt2, Clause 25.1.2.6: The contractor shall ensure the requirements of directive 90/394/EEC, are met for the Control Of Hazardous Substances (COSHH). Details of hazardous substances and related safe procedures shall be included within operating manuals or handbooks.</p> <p>Pt2, Clause 25.1.2.7: The eqpt shall be compatible with disposal legislation implementing the Waste of Electrical and Electronic Equipment (WEEE) Directive 2002/96/EC.</p>
Procurement Philosophy	Pt3, Clause 6.1.1: Eqpt shall be classed as Off Aircraft.
NATO standard supplies Electrical Supply	Pt3, Clause 8.1.3 NATO standard Electrical supplies, the general requirements of STANAG 4133 shall apply. Equipment required to operate from the NATO Single Phase 230V, 50/ 60Hz supply will additionally be required to operate from the standard public Single Phase 230V, 50Hz distribution system defined by BS EN 50160.
Batteries	Pt3, Clause 8.4.2 Lithium batteries used in TME 'On Aircraft' applications shall additionally comply with the dangerous goods legislation.
EMC Environmental Criteria Air Applications	<p>Pt 3 clause 11.5.1 Eqpt is classified as Category E3, Off Aircraft AGE.</p> <p>Pt 3 clause 11.5.2.2 Category E3 test applicability, Eqpt Type 1: BS EN 61326; BS EN 55022; BS EN 55024; BS EN 61000-3-2; BS EN 61000-3-3; DEF STAN 59-411 DRS02.</p> <p>Pt3 clause 11.5.2.3 performance shall be evaluated against Performance Criterion A when tested to civil standards.</p> <p>Pt 3 clause 11.5.2.4 The equipment shall continue to operate as intended without operator intervention. No degradation of performance or loss of function is allowed below a performance level specified by the manufacturer when the equipment is used as intended. The performance level may be replaced by a permissible loss of performance.</p> <p>Pt3 clause 11.5.2.5 The equipment shall comply with the European Harmonised Standard limits of emission and immunity for 'Industrial Locations'. TME qualified to alternative recognised military standards is suitable for Category E2 use where levels of radiated electric field immunity are equal to or exceed 10V/m.</p> <p>Pt 3 clause 11.5.2.6 Category E3 TME shall additionally comply with the 'Air' DRS02 radiated susceptibility requirement of DEF STAN 59-411 over the frequency range 1GHz to 18GHz, using a modified pulse modulation of 30us pulse width at a prf of 1kHz. Equipment exposed to radar fields outside of the main beam of the transmitter shall be qualified at a reduced peak field level of 50V/m. TME which is to be exposed to the main beam of a transmitter up to a distance of 500m from the source shall be qualified at the default limit of DEF</p>

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	<p>STAN 59-411. At distances greater than 500m, the required level shall be decreased by a factor inversely proportional to the increase in distance from the source.</p> <p>11.5.2.7 In the Airfield environment, equipment will not normally be exposed to the main beam of radar transmitters.</p> <p>Pt3, Clause 11.6.1: Equipment used in Commercial Aircraft applications and compliant with RTCA/DO-160 or EUROCAE/ED-14 standards of Revision D, Change Notice 1 or higher issue will be considered.</p> <p>Pt3, Clause 11.6.2: The contractor shall identify the test categories and the severity of test applied to the product. It is the responsibility of the contractor to demonstrate read across to the user service electromagnetic environment.</p>
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Additional Mandatory criteria UV Light Advanced, UV Light Basic and UVVLM

1. The supplier must comply with the extant issue of DEF STAN 05-135 Avoidance of Counterfeit Materiel. This Defence Standard defines the arrangements that a supplier is required to establish to demonstrate that they are actively planning and managing the risk of counterfeit materiel in their organisation and supply chain to prevent delivery of such materiel to the MOD.

Desirable General Equipment Requirements

The UV LIGHTS and UVVLM, where possible, shall satisfy the requirements of DEF STAN 66-031 Parts 2 and 3, detailed below. The Tenderer shall confirm the achievement of the requirements below; or detail how they are not met and the implications, in a Requirements Satisfaction Matrix.

Configuration Management	<p>Pt2, Clause 12.3: The contractor shall identify the commercial configuration control procedures applied (e.g. BS ISO/IEC 15288:2002 and BS ISO 10007:2003).</p> <p>Pt2, Clause 12.4: Production items shall be of the build standard and modification state of acceptance item.</p>
Design and Construction Criteria	<p>Pt2, Clause 13.1.2: The design shall conform to IEC TS 62239 component selection principles, or a recognised alternative. The contractor shall declare all applicable standards.</p>
System Interfaces	<p>Pt2, Clause 16.3.1: Eqpt shall operate from the standard public nominal 230V, 50Hz AC distribution system specified by BS EN 50160.</p> <p>Pt2, Clause 16.5: Data transmission shall conform to an internationally recognised standard. Application and contractor specific interfaces shall be avoided & The contractor shall declare relevant data transmission standards.</p> <p>Pt2, Clause 16.7: The operator interface (Man-Machine Interface) shall fulfil the following minimum criteria: 1) Provide Equipment power 'On' indication; 2) Provide Battery life, or low battery, status indication (equipment operating from internal battery); 3) Displays and indicators shall be easy to identify and operate in light conditions varying between full sunlight and subdued emergency lighting; 4) Where data transfer is required, data communication shall conform to a recognised interface standard. It is desirable that data is capable of import into a standard desktop application such as a spreadsheet or database; 5) Data storage media shall conform to industry standards; 6) Data storage devices of computer based systems handling classified data shall be removable.</p> <p>Pt2, Clause 16.8: The eqpt shall be supplied complete with any unique adaptors, connectors, jigs, tools and test aids required to execute the testing and diagnosis of the user application as well as</p>

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	<p>maintenance and calibration.</p> <p>Pt2, Clause 16.9: Where external cables incorporate overall braided screens/ shields, the connector design shall support peripheral bonding of the screen to the connector shell. Pigtail terminations are prohibited. The implementation of interface connectors shall prevent incorrect mating and interconnection. Connectors shall incorporate a suitable cable strain relief mechanism and protection from accidental damage. It is desirable that connectors incorporate a positive locking or latch mechanism.</p>
Availability, Reliability, maintainability	<p>Pt2, Clause 21.1.2: Contractor shall provide details of all calibration and preventative maintenance routines.</p> <p>Pt2, Clause 21.2.1: Eqpt shall comply with the Availability, Reliability and Maintainability (R&M), and related support requirements specified within the SoR.</p> <p>Pt2, Clause 21.2.2: The R&M aspects of eqpt design shall have been addressed in accordance with BS 5760 or an alternative recognised standard.</p> <p>Pt2, Clause 21.2.3: The contractor shall declare to the Procuring Authority maintenance 'turn around' times, where a routine maintenance activity requires an item of eqpt to be returned to the manufacturer.</p> <p>Pt2, Clause 21.2.4: All user maintainable components should be easily identifiable and accessible for monitoring, adjustment and replacement. The removal and refitting of user maintainable components shall be accomplished without the requirement to use Special To Type tools.</p>
Software	<p>Pt3, Clause 9.2 Equipment that is intended to perform a Safety Related function shall additionally comply with the requirements of RTCA/DO-178B</p>

Additional Desirable criteria UV Light Advanced, UV Light Basic and UVVLM

2. The equipment must comply with the extant issue of BS EN ISO 3059 (Non-destructive testing — Penetrant testing and magnetic particle testing — Viewing conditions) when delivery commences.
3. The equipment shall be supplied with re-usable transit cases that conform with DEF STAN 66-031 Pt3, Clause 12.5 (Air use applications) and DEF STAN 66-031 Pt4, clause 12.6 (Naval use applications).
4. The equipment shall be Simple and intuitive to operate for MT/PT/RT/ETI qualified NDT personnel. No additional training beyond reading the manual.
5. The Device and its component parts shall not present a loose article hazard.
6. The Device should be of rugged construction, which is resistant to shock impact (e.g., impact/ drop in normal use).
7. Above Decks Sea Systems requirement of DEF STAN 59-411 Pt 3, Electromagnetic Compatibility: Test Methods and Limits for Equipment and Sub Systems

AIRCRAFT PENETRANT AND MAGNETIC ULTRA-VIOLET TEST EQUIPMENT
SOR ACDECA/013(701553574)

Aircraft penetrant and magnetic ultra-violet test equipment Quantities

AIRCRAFT PENETRANT & MAGNETIC ULTRA-VIOLET TEST EQUIPMENT	Qtys
Bay Use - Ultra Violet Light (Advanced)	21
Portable Use Ultra Violet Light (Basic)	104
Ultra Violet and White Light Meter	25

Schedule 12 – Quality Assurance from the Standard Quality Assurance Contractual Requirements Checklist

In accordance with the Standard Quality Assurance Contractual Requirements Checklist, the following shall apply to this contract:

1. **The Primary Quality Assurance Standard Requirements:**
 - a. No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.
2. **Concessions**
 - a. Shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions
3. **Avoidance of Counterfeit Materiel**
 - a. Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.
4. **Informative Quality Assurance Standards**
 - a. For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).
 - b. Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.

As the components of this project are COTS (Commercial off The Shelf) No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.

Schedule 13 – Deliverables

These deliverables are part of the contract and will be on our CP&F system.

Notifications will be sent when required from CP&F to the Authority's representative and the Supplier's representative.

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 5.b – Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents, they shall notify the other Party forthwith	Within 10 working days of notice	Supplier Organisation
Obligation Condition 16.a – Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.	Within 10 working days of notice	Supplier Organisation
Obligation Condition 16.b – Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control	Within 10 working days of notice	Supplier Organisation
Obligation Condition 20.a – Attendance at Progress Meetings	attend progress meetings at the frequency or times specified in the contract	Every 3 months at an agreed date and time with the Authority	Supplier Organisation
Obligation Condition 20.b – Progress Reports	submit progress reports at the times and in the format specified in the contract	In accordance with Schedule 3 of the contract	Supplier Organisation
Obligation Condition 23.e, 24.a, and 24.c – Safety Data Sheet	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	Within 2 weeks after Contract Agreement Start Date	Supplier Organisation
Obligation Condition 23.f.(6) And Condition 23.g.(1). (b) – Documents relating to design of new MLP Packaging	All SPIS, new or modified, shall be uploaded by the supplier on to SPIN. Where the Supplier is the PDA and registered a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings shall be provided for upload	Within 10 working days of new or modified SPIS being created	Supplier Organisation
Obligation Condition 24.d – Schedule 6 hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements	a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements)	Within 2 weeks after Contract Agreement Start Date	Supplier Organisation
Obligation Condition – Compliance with hazard reporting requirements for materials or substances are ordnance, munitions or explosives	in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.	Within 10 working days	Supplier Organisation
Obligation Condition 25.c - Source of Timber and	If requested Evidence that the Timber and Wood-Derived Products	Within 10 working days of request by	Supplier Organisation

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Wood	supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.	the Authority	
Obligation Condition 26.a – Certificate of Conformity	Provide a Certificate of Conformity and any applicable Quality Plan	CofC with every delivery Applicable Quality Plan within 2 weeks of contract award	Supplier Organisation
Obligation Condition 36.c – Payment	no later than 30 days from receipt of valid undisputed invoice		Supplier Organisation
Obligation Condition 37.c – Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organisation
Obligation Condition 42.c.(2) – Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.	Within 20 working days of notification	Supplier Organisation
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000	Within 2 weeks after Contract Agreement Start Date	Supplier Organisation

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 5.b – Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents, they shall notify the other Party forthwith	Within 10 working days of notice	Buyer Organisation
Obligation Condition 8.c – Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives	Within 10 working days of notice	Buyer Organisation
Obligation Condition 33.a 33.i – Import Export Licence Information	sufficient information, certification, documentation and other reasonable assistance to obtain necessary UK import/export licence or to facilitate the granting of export/import licences or authorisations by a foreign Government	Within 10 working days of notice	Buyer Organisation
Obligation Condition 33.l – Notification of restrictions in use due to non-UK licence	If 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	Due 1 week after Contract Agreement Start Date	Buyer Organisation
Obligation Condition 36.a – Register on CP&F	provide details for registration on CP&F	Within 10 working days of Contract Agreement Start Date	Buyer Organisation
Obligation Condition 42.a – Termination	Written notice of Termination of part or whole of contract	Within 20 business days of expected termination date	Buyer Organisation

Schedule 14 – Task Authorisation Form (TAF)**Task Authorisation Form**Part 1 – Request for firm price quotation *(To be completed by the Authority)*

To:		From: DE&S Deca, Managed Services Building 15, Welsh Road, DEESIDE, Flintshire. CH5 2LS			
Contract No.		Task No.		Issue No.	
Task Title					
Task Description					
Task Deliverables					
Deliverable Acceptance Criteria					
Terms and Conditions					
In addition to the overarching Contract, the following specific DEFCONs shall also apply: <i>(Insert if applicable)</i>					
<input type="checkbox"/>	DEFCON 16 (Edn.10/04) - Repair and Maintenance Information				
<input type="checkbox"/>	DEFCON 21 (Edn.10/04) – Retention of Records				
<input type="checkbox"/>	DEFCON 23 (Edn.11/17) – Special Jigs, Tooling and Test Equipment				
<input type="checkbox"/>	DEFCON 82 (Edn.11/17) – Special Procedure For Initial Spares				
<input type="checkbox"/>	DEFCON 91 (Edn.11/06) – Intellectual Property Rights in Software				
Note: Where DEFCONs 15, 16 or 21 apply, an Annex A to Schedule 11 (DEFFORM 315 - Contract Data Requirement) must be completed per applicable Data Category. Where DEFCON 91 applies, the software deliverables covered under this DEFCON will be defined above (under “Task Deliverables”).					
Contract No.		Task No.		Issue No.	
Part 1 Request for Price Authorisation					
Name:			Signed:		
Post: Authority Project Engineer			Date:		
Name:			Signed:		
Post: Authority Commercial Manager			Date:		

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Part 2 – Quotation (To be completed by the Contractor)

To: DE&S Deca, Managed Services Building 15, Welsh Road, DEESIDE, Flintshire. CH5 2LS	From:	
Firm Price Offer		
A firm quotation is provided in respect of Task Number ____ and a full breakdown (which includes, but is not limited to; labour rates, materials, sub-contract costs and overheads) has been attached separately.		
The firm price offered is Ex Vat.		
The assumed Start date for this Task is:		
The completion date for this Task shall be no later than DD MMM YYYY.		
The firm price offer is valid until DD MMM YYYY.		
GFA		
The following GFA and timescales required in order to meet the requirements under are requested below: (Attach a separate sheet if necessary).		
Payment Terms		
Payment shall be on completion unless agreed otherwise below:		
Contract No.	Task No.	Issue No.
Part 2 Quotation Authorisation		
Name: Post:	Signed: Date:	

Copy to: Redacted and Redacted

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Part 3 – Authorisation to proceed (To be completed by the Authority)

To:	From: DE&S Deca, Managed Services Building 15, Welsh Road, DEESIDE, Flintshire. CH5 2LS								
Task Acceptance or Rejection									
<input type="checkbox"/>	The Task has been rejected for the following reason(s): <input type="checkbox"/> A revised quotation is required. <input type="checkbox"/> There is no longer a requirement for this task. No further action is to be taken.								
<input type="checkbox"/>	Authorisation to proceed. You are hereby requested to proceed with the requirement outlined within Task at the firm price of £ (ex VAT). Is a matching Contract Amendment required? <input type="checkbox"/> Yes <input type="checkbox"/> No								
	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;"> The task is to be booked against the following: </div> <div style="width: 35%;"> <table style="border-collapse: collapse;"> <tr><td style="padding: 2px 5px;">RAC</td><td style="border: 1px solid black; width: 100px; height: 15px;"></td></tr> <tr><td style="padding: 2px 5px;">UIN</td><td style="border: 1px solid black; width: 100px; height: 15px;"></td></tr> <tr><td style="padding: 2px 5px;">LPC</td><td style="border: 1px solid black; width: 100px; height: 15px;"></td></tr> <tr><td style="padding: 2px 5px;">VAT Code</td><td style="border: 1px solid black; width: 100px; height: 15px;"></td></tr> </table> </div> </div> <div style="margin-top: 10px;"> Finance Reference (Funding Allocation): </div>	RAC		UIN		LPC		VAT Code	
RAC									
UIN									
LPC									
VAT Code									
Contract No.		Task No.		Issue No.					
Part 3 Acceptance / Rejection									
Name:			Signed:						
Post: Authority Project Manager			Date:						
Name:			Signed:						
Post: Authority Commercial Manager			Date:						

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Part 4 – Completion of the Task

Part 4A (To be completed by the Contractor)

To: DE&S Deca, Managed Services Building 15, Welsh Road, Deeside, Flintshire. CH5 2LS	From:
_____ Task _____ Issue __ has been completed on _____ .	
Name: Post:	Signed: Date:

Part 4B (To be completed by the Authority)

I certify that _____ Task _____ Issue __ has been completed and has been authorised for payment accordingly.	
Name: Post: Authority Project Manager	Signed: Date:

Copy to: Redacted and Redacted