



Ministry of Defence

Contract No: 714648450

For:

This contract will provide an annual subscription to receive specialist, commercially derived information, and associated assurance and analysis, that will provide direct and unique decision support for CMC(A).

<p>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p>Team Name and address:</p> <p>DBS Armed Forces & Veterans Services, Security Policy Operations and DCDS (MilCap) Commercial Delivery Team</p> <p>Redacted. Under FOI Section 40, Personal Information.</p>	<p>And</p> <p>Contractor Name and address:</p> <p>STRIDER TECHNOLOGIES UK LTD</p> <p>Redacted. Under FOI Section 40, Personal Information.</p>
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MOD

MOD Purchase Contract (CPA) 714648450

SC1A ITT - Non-Competitive**SC1A Non-Comp
(Edn10/24)****Ministry of Defence
Invitation to Tender (ITT)
Less Complex Requirements**

(Non-Competitive) To:

From:
(MOD Commercial Branch)
Address:
MOD Commercial Officer:

ITT Reference No:
ITT Issue Date:
Due for return by (Due Date):
Tel No:
Fax No:
Email:

This ITT consists of:

1. Invitation to Tender – Less Complex Requirements – Non-Competitive Procurement (this document).
2. Annex A - Offer.
3. Annex B - Tender Evaluation Criteria.
4. Purchase Order, including the Schedule of Requirements (two copies).
5. MOD Terms and Conditions for Less Complex Requirements
6. DEFFORM 68 (see Clause 9 of Terms and Conditions)

The Tenderer should return:

1. Completed Annex A to this ITT (one copy).
 2. Completed Purchase Order, including the Schedule of Requirement (two copies).
- [Any other relevant documentation for requirement e.g. Technical Drawings, Safety Data Sheet, etc].

[SC1A - ITT \(Non-Competitive\)](#) - Please download ITT template from the Commercial Toolkit via the following link:

[SC1A - ITT \(Non-Competitive\)](#) - Once downloaded the ITT template is to be completed using Microsoft Word and then inserted to the "MOD Tender Output" associated with this RFQ, in place of the Toolkit Link text. A PDF version of the Final Tender Document is then to be uploaded to the RFQ Header as an attachment / URL to relevant SharePoint location.

Standardised Contracting Terms

1 Definitions - In the Contract:

Act means the Procurement Act 2023;

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

Assets Subject to Special Controls (ASSC) means a Contractor Deliverable which is:

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

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

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

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

Connected Person in relation to a Contractor or Relevant Subcontractor, means any of the following:

- (4) a person with "significant control" over the Contractor or Relevant Subcontractor (within the meaning given by section 790C(2) of the Companies Act 2006 ("CA 2006"));
- (5) a director or shadow director of the Contractor or Relevant Subcontractor;
- (6) a parent undertaking or a subsidiary undertaking of the Contractor or Relevant Subcontractor;
- (7) a predecessor company;
- (8) any other person who it can reasonably be considered stands in an equivalent position in relation to the Contractor or Relevant Subcontractor as a person within paragraph (1) to (4);
- (9) any person with the right to exercise, or who actually exercises, significant influence or control over the Contractor or Relevant Subcontractor;
- (10) any person over which the Contractor or Relevant Subcontractor has the right to exercise, or actually exercises, significant influence or control;

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

Contractor means the person, firm or company specified as such in the purchase order. Where

the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

Debarment List means the list of debarred suppliers kept by a Minister of the Crown pursuant to section 62 of the Act;

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

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

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

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

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

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

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

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

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

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

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

Regulations 2022;

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

Relevant Subcontractor means a Subcontractor about which information was sought by the Authority during the procurement of the Contract on whether:

- (1) the Contractor intended to Subcontract the performance of all or any part of the Contract;
- (2) any intended Subcontractor was on the Debarment List;

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

Subcontractor means any Subcontractor engaged by the Contractor or by any other Subcontractor of the Contractor at any level of subcontracting to provide any goods, works of services required by the Contractor to provide the whole or any part of the Contractor Deliverables under this Contract and 'Subcontract' shall be interpreted accordingly;

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

Transparency Information means the content of the 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 Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

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

Unique Item Identifier (UII) means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: (1) NATO Stock Number (NSN); (2) NATO Commercial and Government Entity (NCAGE) code; (3) ASSC Indicator, where applicable; (4) serial number; and (5) part number.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in the Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or

the documents expressly referred to therein, unless specifically stated otherwise in such document, the conflict shall be resolved according to the following descending order of priority:

d. the terms and conditions;

e. the purchase order; and

f. the documents expressly referred to in the purchase order.

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

h. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

i. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

j. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

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

5 Transparency

a. Notwithstanding any other condition of the Contract, and in particular Clause 4, the Contractor agrees that the Authority may publish the Transparency Information to the general public.

b. The Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information. Where the Authority publishes Transparency Information, it shall redact any Sensitive Information and, where reasonably practicable, consult with the Contractor on the proposed redactions prior to publication.

d. The Authority shall 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 the Contract is being performed.

e. The parties agree that they will not disclose information in relation to the Contract in contravention of their obligations under data protection legislation. In this clause, "data protection legislation" has the same meaning as in the Data Protection Act 2018.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use

or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):

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

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.

f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

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

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

c. The Contractor shall ensure that the Contractor Deliverables:

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

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. Import licences, export licences and any associated restrictions under the Contract shall be managed in accordance with DEFCON 528 (SC1).

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

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

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

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

- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
 - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in the Contract.
- b. Each ASSC shall be marked with a UII, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05-132.
- c. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a UII, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-

132.

d. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.

e. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 Plastic Packaging Tax

a. The Contractor shall ensure that any PPT due in relation to the 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 DEFCON 609 (SC1) the Contractor (and their Subcontractors) 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 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their Subcontractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

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.

14. Progress Monitoring, Meetings and Reports

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

15 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15.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 15.a, the Authority will consider and verify that invoice without undue delay.

c. The Authority shall pay the Contractor any sums due to be paid under the invoice before the end of the period of 30 days beginning with the day on which a valid and undisputed invoice is received by the Authority in respect of the sum or, if later, the day on which the payment falls due in accordance with the invoice.

d. Where the Authority fails to comply with Clause 15.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 15.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 their 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.

16 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

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

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

employee.

c. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Material Breach

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. Where the Authority has terminated the Contract under Clause 18 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.

19 Insolvency

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

20 Limitation of Contractor's Liability

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with the Contract shall be limited to £1m (one million pounds).

b. Nothing in the Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under the Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under the Contract, including service credits or other deductions (to the extent expressly provided for under the Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under the Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Clause 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1)

where specified in the Contract; (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or Subcontractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of the Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982;

or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under the Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21 Debarment List

- a. The Contractor shall immediately notify the Authority in writing if after the award of the Contract the Contractor, any Connected Person, or any Relevant Subcontractor is, or is likely to be, added to the Debarment List.
- b. On receipt of a written notification under Clause 21.a, the Authority may request in writing from the Contractor information in respect of the Contractor (including information relating to any Connected Person where relevant) as it may reasonably require and in reasonable timescales as determined solely by the Authority.
- c. In addition to any other rights and remedies within the Contract, the Authority shall have the right to terminate the Contract where:
- (1) the Contractor or a Connected Person of the Contractor has, since the award of the Contract been added to the Debarment List; and/or
 - (2) any Relevant Subcontractor or a Connected Person of the Relevant Subcontractor has, since the award of the Contract, been added to the Debarment List.
- d. Where the Authority intends to terminate pursuant to Clause 21.c.(2) the Authority shall permit the Contractor, within a reasonable timescale (such timescale to be determined solely by the Authority), to either:
- (1) replace the Relevant Subcontractor; or
 - (2) terminate their Subcontract with the Relevant Subcontractor.
- e. Where the Contractor, a Connected Person of the Contractor, a Relevant Subcontractor or a Connected Person of the Relevant Subcontractor has been added to the Debarment List, this will constitute a material breach of the Contract and termination shall be in accordance with Clause 18.
- f. The Contractor shall not Subcontract (and shall procure that none of their Subcontractors shall Subcontract) any part of the Contract to a supplier whose name appears on the Debarment List, without the prior written consent of the Authority. If the Contractor or any of their Subcontractors enter into a Subcontract with a supplier whose name appears on the Debarment List, without prior approval, this shall constitute a material breach of the Contract.

22 The Mandatory DEFCON SC variants that apply to this Contract are:

DEFCON 503 (SC1) - Formal Amendments to Contract
DEFCON 528 (SC1) - Import and Export Licenses

23 The project specific DEFCONs and DEFCON SC variants that apply to the Contract are:

24 The special conditions that apply to the Contract are:

Neither party shall acquire any right, title or interest in or to the Intellectual Property Rights (IPR) of the other party or its licensors unless expressly set out in the Contract.

Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

The ownership of the IPR in the Output Reports and any other IPR generated by the Contractor in the course of work under the Contract shall, as between the Authority and the Contractor, belong to the Contractor.

The Contractor grants (or shall procure the grant) to the Authority (including the right to sub-licence for the same), a non-exclusive, royalty free, perpetual, irrevocable, and worldwide licence to copy, amend, extend, adapt, use and disclose confidentially the Output Reports as called for under this Contract, for any purpose whatsoever but excluding any commercial

exploitation of the Output Reports.

For the avoidance of doubt, the Authority shall have no rights to copy, distribute, modify, or reverse-engineer any part of any Contractor proprietary datasets or methodologies utilised to produce the Output Reports.

For the purposes of this clause, Output Reports shall mean those written technical materials specified as Contract Deliverables by the Authority at the time of contract signature. The Parties may by mutual consent agree to amend or add to these deliverables at any time during the contract term.

25 The processes that apply to the Contract are:

Contract 714648450 for the Provision of Strider Data Catalogues and Analysis

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

For and on behalf of the Company Name Strider Technologies UK, LTD:

Name, Title and Company Position: Redacted. Under FOI Section 40, Personal Information.

Signature: Redacted. Under FOI Section 40, Personal Information.

Date: Redacted. Under FOI Section 40, Personal Information.

For and on behalf of the Secretary of State for Defence

Name, Title and Company Position: Redacted. Under FOI Section 40, Personal Information

Signature: Redacted. Under FOI Section 40, Personal Information

Date: Redacted. Under FOI Section 40, Personal Information

21 The project specific DEFCONs and SC variants that apply to this Contract

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments to the Contract

General Conditions

DEFCON 528 (SC1) (Edn 10/24) - Import and Export Licences

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 534 (Edn 02/25) - Subcontracting and Prompt Payment

DEFCON 537 (Edn 12/21) - Rights of Third Parties

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566 (Edn 04/24) - Change of Control of Contractor

Payment Terms

Net 30.

Special Indemnity Conditions

MOD

MOD Purchase Contract (CPA) 714648450

22 The special conditions that apply to this Contract are

25 The processes that apply to the Contract are:

Schedule 1 - Additional Definitions of Contract

PURCHASE ORDER

**SC1A PO
(Edn02/25)**

**Contract No:
Contract Name:**

Dated:

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

Contractor **Quality Assurance Requirement (Clause 8)**

Name: Strider Technologies UK, LTD

Redacted Under FOI Section 40, Personal Information.

Consignor (if different from Contractor's registered address)

Name:

Address:

Transport Instructions (Clause 10)

Select method of transport of Deliverables

To be Delivered by the Contractor N
[Special Instructions]

To be Collected by the Authority N
[Special Instructions]

Each consignment of the Deliverables shall be accompanied by a delivery note
Progress Reports (Clause 14)

Progress Meetings (Clause 14)

The Contractor shall be required to attend the following meetings:

The Contractor is required to submit the following Reports:

Subject:

Subject:

Frequency:

Frequency:

Location:

Method of Delivery:

Delivery Address

Payment (Clause 15)

Payment is to be enabled by CP&F.

Redacted Under FOI Section 43, Commercial Interests.

Forms and Documentation

Forms can be obtained from the following websites:

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

(Registration is required).

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

<https://www.dstan.mod.uk/>
(Registration is required).

The MOD Forms and Documentation referred to in the Conditions are available free of charge from:
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 email:

Leidos-

FormsPublications@teamleidos.mod.uk

If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.

Contractor's Sensitive Information (Clause 5). Not to be published.

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information. **Redacted Under FOI Section 43, Commercial Interests.**

Description of Contractor's Sensitive Information:

Redacted Under FOI Section 43, Commercial Interests.

Cross reference to location of Sensitive Information:

Redacted Under FOI Section 43, Commercial Interests.

Explanation of Sensitivity:

Redacted Under FOI Section 43, Commercial Interests.

Details of potential harm resulting from disclosure:

Supply of Hazardous Deliverables (Clause 9)

A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:

(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:

b. DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

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

Period of Confidence (if Applicable):

Redacted. Under FOI Section 43, Commercial Interests.

Contact Details for Transparency / Freedom of Information matters: Redacted. Under FOI Section 40, Personal Information.

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).

B) Acceptance

Name (Block Capitals):

Redacted. Under FOI Section 40, Personal Information.

Name: **Redacted. Under FOI Section 40, Personal Information**

Position: **Redacted. Under FOI Section 40, Personal Information**

For and on behalf of the Contractor
Authorised Signatory **Redacted. Under FOI Section 40, Personal Information**

Date: 17 June 2025

C) Effective 17 June 2025

Name: **Redacted. Under FOI Section 40, Personal Information**

Authorised Signatory: **Redacted. Under FOI Section 40, Personal Information**

Date: 12 Jun 2025

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF

Deliverables

MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFOR M 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFOR M 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT
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Redacted. Under FOI Section 43, Commercial Interests.

Per Item Total inc. packaging (and delivery if specified in the Purchase Order)

Total Firm Price **Redacted. Under FOI Section 43, Commercial Interests.**

Item Number Consignee Address (XY code only)
NA

Products and Deliverables

Name	Description
<input checked="" type="checkbox"/> Data Catalogue	Redacted. Under FOI Section 43, Commercial Interests.

Analyst Services

Name	Description
<input checked="" type="checkbox"/>	Requests For Information ("RFIs") Redacted. Under FOI Section 43, Commercial Interests.

MOD

MOD Purchase Contract (CPA) 714648450

Research Projects

Redacted. Under FOI Section 43, Commercial Interests.

Support Services Name

Description

Redacted. Under FOI Section 43, Commercial Interests.

Fees:

Products:

Redacted. Under FOI Section 43, Commercial Interests.

Analyst Services:

Support Services:

PURCHASE ORDER AMENDMENT

Contract No:

Contract Name:

Dated:

Amendment:

You are invited to submit a quotation for the amended quantity set out in this abbreviated Purchase Order and the attached Schedule of Requirements. In the event that the Authority accepts your quotation the Contract shall in all respects be subject to the Terms and Conditions of the original Contract. **Contractor**

Name:

Registered Address:

Quality Assurance Requirement (Clause 8)

Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)

Yes

No

If yes.

A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC1)

OR

A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC1)

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:

Transport Instructions (Clause 10)

Consignor (if different from Contractor's registered address)

Name:

Address:

Select method of transport of Deliverables

To be Delivered by the Contractor (Y/N)

[Special Instructions]

To be Collected by the Authority (Y/N)

[Special Instructions]

Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Reports (Clause 14)

Progress Meetings (Clause 14)

The Contractor shall be required to attend the following meetings:

Subject:

Frequency:

Location:

Explanation of Sensitivity:

The Contractor is required to submit the following Reports:

Subject:

Frequency:

Method of Delivery:

Delivery Address

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:

E-mail Address:

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF

Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Deliverables		Delivery Date	Total Qty	Firm Price (£) Ex VAT
				Consignee Address Code (full address is detailed in DEFFOR M 96)	Packaging Requirements inc. PPQ and DofQ(as detailed in DEFFOR M 96)			
Per Item				Total inc. packaging				(and delivery if specified in the Purchase Order)

Total Firm Price

SC1A/PO AMDT(Edn02/25)**International Financial Reporting Standard 16 Information**

- a. To aid the Authority with obligations placed on it by HM Treasury regarding International Financial Reporting Standard (IFRS) 16, please advise in writing to **[insert email address]**, whether or not there are any assets (which are Contractor-owned or the Contractor has leased that are being used through the Contract) for which the Authority has a right-of-use explicitly or implicitly present within the Contract. Where you identify such assets, please provide a full list in writing, including their location and the extent of the right-of-use by the Authority. The lease term Lease term includes: periods covered by an option to extend the lease if the MOD is reasonably certain to exercise that option; and periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option. will be assumed to be the duration of the Contract (from start and end dates); if the asset is not available for use for the Contract duration, please provide start and end dates of when the asset is available for use. Please refer to the [HM Treasury IFRS 16 Leases Application Guidance](#) for further information. **[Remove this condition if the total contract value is less than £2,000,000 and is not applicable to the relevant exclusions]**
- b. Lease term includes:
 - c. a. periods covered by an option to extend the lease if the MOD is reasonably certain to exercise that option; and
 - d. b. periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option.

Schedule 2 - Notification of IPR Restrictions (iaw Clause 7)

DEFFORM 711 - Please download DEFFORM and associated document from the Commercial Toolkit via the following links:

[DEFFORM 711](#)

Explanatory Notes

Once downloaded the DEFFORM is to be completed using Microsoft Word and then inserted to the "MOD Tender Output" associated with this RFQ, in place of the Toolkit Link text. A PDF version of the Final Tender Document is then to be uploaded to the RFQ Header as an attachment / URL to relevant SharePoint location.

AMENDMENT TO SCHEDULE 2

This Schedule relates to the provision of services by Strider Technologies UK, LTD. ("Strider") to support the Authority in identifying, distilling, and curating information relating to supply chains and entities of interest. In the course of this work, Strider will provide access to and use of its proprietary Data Catalog and other Strider products and related data accessible from the Strider platform and associated materials.

All intellectual property rights (IPRs), including but not limited to copyrights, database rights, trade secrets, trademarks, know-how, software, and patents, in the following items are and shall remain the sole and exclusive property of Strider Technologies UK, LTD:

- The Strider Data Catalog, Contractor Deliverables, and all other data provided by Strider to the Authority, including its architecture, schema, databases, metadata structures, software, algorithms, methods of curation, and user interface;
- Any enhancements, updates, or derivatives of the above developed independently by Strider during the contract term.

All data provided by Strider to the Authority, including the Contractor Deliverables, are classified as Contractor Background IPR and are subject to the restrictions and protections outlined herein. Use of the Contractor Background IPR is granted to the Authority on a perpetual, non-exclusive, non-transferable, non-sublicensable, and license to use and copy the Contractor Background IP solely for internal use by the Authority in connection with the scope of work under this Contract. This license shall terminate upon expiry or termination of the Contract unless otherwise agreed in writing.

Intellectual property rights in reports, summaries, annotations, or analyses independently created by the Authority through use of the Strider Contractor Background IPR (collectively, "Authority Outputs") shall vest in the Authority, provided such Authority Outputs do not incorporate or replicate any proprietary elements of the Contractor Background IPR or its underlying logic. For the avoidance of doubt, the Authority shall have no rights to copy, distribute, modify, or reverse-engineer any part of the Contractor Background IPR or the Strider platform itself or create derivative platforms or tools based on it.

To the extent that any terms in DEFCON 703 (Intellectual Property Rights – Vesting in the Authority) or otherwise in this Agreement conflict with the provisions of this Schedule, this Schedule shall take precedence in respect of intellectual property associated with the Strider Data Catalog and related services. This supersession is necessary to preserve the Contractor's proprietary rights and does not limit the Authority's rights in any IPR it independently generates.

The Authority shall treat all Contractor Background IPR and any confidential or proprietary information contained therein as commercially sensitive and shall apply the same degree of care used to protect its own confidential information. No Contractor Background IPR shall be disclosed to third parties or used outside the scope of this Contract without the prior written consent of Strider.

Deliverables

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

All Negotiation Deliverables

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization
Strider Data Catalogue and Analysis Subscription	Annual Subscription for provision of specified Strider Data Catalogues, Requests for Information, and Advanced Analytical Support Strider Data Catalogues - initial delivery: 6 - 8 weeks from contract effective date. Requests for Information (RFIs) - up to 10 entity RFIs delivered upon request during the life of the subscription. Advanced Analytical Support - delivered as required for the life of the subscription. Net 30 payment terms	31-MAR-2026	Supplier Organization

DEFFORM 111

DEFFORM 111 – Please download DEFFORM from the Commercial Toolkit via the following link:

DEFFORM 111

Once downloaded the DEFFORM is to be completed using Microsoft Word and then inserted to the “MOD Tender Output” associated with this RFQ, in place of the Toolkit Link text. A PDF version of the Final Tender Document is then to be uploaded to the RFQ Header as an attachment / URL to relevant SharePoint location.

20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:

DEFCON 532A (Edn. 05/22) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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

DEFCON 532A (SC1) (Edn. 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

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.

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.

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.

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

Quality Assurance Conditions

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.