



DE&S

Contract Number:
UKMFTS/2016/02

Description:
The Provision of Support for the Training Aircraft Information Management System (TIMS)

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A GENERAL CONTRACT PROVISIONS

A1. Interpretation

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words “include”, “includes”, “including” and “included” are to be construed as if they were immediately followed by the words “without limitation”, except where explicitly stated otherwise.
 - (3) The expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the terms of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

A2. Amendments to Contract

- a. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority’s Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not Minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Change Process) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

A3. Variations to Specification

- a. The Authority’s Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition A2 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority’s Notice, unless otherwise specified.
- b. Any variations that cause a change to:
 - (1) fit, form, function or characteristics of the Contractor Deliverables;
 - (2) the cost;

- (3) Delivery Dates;
- (4) the period required for the production or completion; or
- (5) other work caused by the alteration.

shall be the subject to condition A2 (Amendments to Contract). Each amendment under condition A2 shall be classed as a formal change.

A4. 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) Sections A - H (and J - L, if sections J - L are included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and, where included, Schedule entitled "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 A4.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 A4.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 A21 (Dispute Resolution).

A5. Severability

If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- a. 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
- b. 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.

A6. 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.

A7. 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.

A8. 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.

A9. Governing Law

a. Subject to clause A9.b, 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 A9.b and condition A21 (Dispute Resolution) 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 A9.a and for enforcement of any judgement, order or award given under English jurisdiction.

b. If the Parties agree pursuant to the Contract that Scots Law should apply, then the following amendments shall apply to the Contract:

(1) Clause A9.a shall be amended to read:

“The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Scots Law, and subject to condition A21 (Dispute Resolution) and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the Scottish courts. Other jurisdictions may apply solely for the purpose of giving effect to this clause A9.a and for enforcement of any judgement, order or award given under Scottish jurisdiction”;

(2) Clause A21.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the purposes of the arbitration, for the avoidance of doubt, 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.”

c. Where the Contractor is an Overseas Contractor, any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all foreign jurisdictions. However, a foreign jurisdiction may apply solely for the purposes of giving full effect to this condition A9 and for the enforcement of any judgement order or award given under the English jurisdiction. Each Party irrevocably submits to the jurisdiction provided for under this condition.

d. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, 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.

e. The provisions of this condition A9 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable between the Parties notwithstanding such a termination.

f. Where the Contractor is an Overseas Contractor it irrevocably appoints the solicitors or other persons detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or

Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

A10. 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.

A11. Disclosure of Information

a. Subject to clauses A11.d, A11.e, A11.h and A14 each Party:

- (1) shall treat in confidence all Information it receives from the other;
- (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses A11.a and A11.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses A11.a and A11.b shall not apply to any Information to the extent that either Party:

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract; provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

(1) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;

(2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

(3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;

(5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or

(6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with sub-clause A11.f above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

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

A12. 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.

A13. Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

A14. Transparency

a. Subject to clause A14.b but notwithstanding condition A11, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause A14.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 6 (Contractor's Commercially Sensitive Information).

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A14.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this condition A14 shall affect the Contractor's rights at law.

A15. Equality

a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.

b. Without prejudice to the generality of the obligation in clause A15.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent Legislation in the country where the Contract is being performed.

c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this condition A15 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.

d. The Contractor agrees to take reasonable efforts to reflect this condition A15 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this condition A15 in their subcontracts that they enter into to satisfy the requirements of the Contract.

A16. Child Labour and Employment Law

a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.

b. The Contractor agrees to use reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its

Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

A17. Subcontracting

a. Subcontracting any part of the Contract shall not relieve the Contractor of any obligation, duty or liability attributable to the Contractor under the Contract.

b. The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any subcontracts for any part of the Contractor Deliverables.

c. In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include:

(1) a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor's compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and

(2) a term which requires payment to be made to the Subcontractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the subcontract requirements.

d. Where the Contractor places any subcontract with a value of more than £50,000 in connection with this Contract, it shall ensure that it has the right to terminate that subcontract for convenience in the event that the Authority exercises its right to terminate this Contract under Condition A22 (Termination for Convenience), with twenty (20) Business Days notice (or such other notice period as the Authority shall give under this Contract).

e. When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, Tottington, Lancashire BL8 3DX (Telephone : 01204 880733) or <http://business.base-uk.org/procurement>.

f. The Contractor shall secure from any Subcontractor, the prompt notification to the Authority of the Information required by clause D1.a (Third Party Intellectual Property – Rights and Restrictions). On receipt of any such notification the Authority shall issue a written authorisation to the Subcontractor in accordance with clause D1.g. Any such authorisation shall always be subject to clauses D1.j, D1.k and D1.n as though the Subcontractor was the Contractor. If any claim or action relevant to such authorisation arises, it shall be promptly notified to the Authority. The Contractor is not authorised to enter into any substantive correspondence in such matter nor in any way to act on behalf of the Authority in any such claim or action. Any arrangement between the Contractor and Subcontractor to enable the Contractor to underwrite their indemnities to the Authority under this Condition is a matter between the Contractor and the Subcontractor.

g. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, the Contractor shall use reasonable endeavours to incorporate in each subcontract the terms set out in the relevant parts of SC3 Schedule "Export Licence". Where it is not practicable to include the terms set out in SC3 Schedule "Export Licence", the Contractor shall report that fact and the circumstances to the Authority.

A18. Change of Control of Contractor

a. The Contractor shall inform the Mergers & Acquisitions section, Supplier Relations Team, Poplar Level 1 # 2119, MOD Abbey Wood South, Bristol BS34 8JH as soon as practicable of any intended, planned or actual change of Control. 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 change of Control of the Contractor in the UK or other jurisdictions. The Authority's Representative shall consider the potential

change of Control and advise the Contractor in writing of any concerns that the Authority may have.

b. Each notice of change of Control shall be taken to apply to all contracts with the Authority.

c. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified or becoming aware that the Contractor has undergone a change of Control where the Contractor has failed to address the Authority's concerns to the Authority's satisfaction in accordance with clause A18.a, or has failed to supply or withheld the Information required under clause A18.a.

d. If the Authority exercises its right to terminate in accordance with clause F1.a.(4) the Contractor shall be entitled to request the Authority to consider making a payment to represent any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any request for payment under this clause A18.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

A19. Termination for Insolvency or 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:

Insolvency

a. where the Contractor is an individual:

(1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the "IA 86") or the court making an interim order pursuant to Section 253 of the IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the "DAAS Act") is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;

(4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(6) where the Contractor is either unable to pay its 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 its debts if:

(a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy

(Scotland) Act 1985 within twenty-one (21) Business Days of service of the statutory demand on it;

(b) an execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;

(c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) Business Days of service; or

(d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(7) any analogous procedure or step is taken in any jurisdiction.

b. where the Contractor is a firm:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) any event listed in clause A19.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor;

(4) any event listed in clause A19.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(5) an event listed in clause A19.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(6) any event listed in this clause A19.b occurs in respect of any partner of the Contractor which is itself a firm in connection with a liability or debt of the Contractor;

(7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(10) where the Contractor is either unable to pay its 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 its debts if:

(a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(b) it is unable to pay its debts in terms of section 221 of IA 86; or

(11) any analogous procedure or step is taken in any jurisdiction.

c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary arrangement under IA 86) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(6) where the Contractor is either unable to pay its 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 its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or

(7) any analogous procedure or step is taken in any jurisdiction.

d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

Corrupt Gifts

f. 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:

(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 Contract or any other contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an 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 Contract 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 conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

g. In exercising its rights or remedies to terminate the Contract under A19 f. 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.

h. Where the Contract has been terminated under clause A19 f. of this Condition, 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.

A20. 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.

A21. 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 A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.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.

A22. Termination for Convenience

a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.

b. In the event that the Authority exercises its rights in accordance with clause A22.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.

c. The Authority's total liability under clause A22.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.

A23. Contractor's Records

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition A11 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

- (1) the end of the Contract term;
- (2) termination of the Contract; or
- (3) the final payment;

whichever occurs latest.

A24. 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.

A25. Contractor's Warranties

a. The Contractor warrants and represents, that:

- (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
- (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
- (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;

(4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

B CONTRACTOR DELIVERABLES

B1. 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;

(2) comply with all applicable Legislation; and

(3) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause B1.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

(1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;

(2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and

(3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

B2. Environmental Requirements

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

B3. Disruption

a. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

b. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.

c. The Contract shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor's Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and/or

comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.

C PRICE

C1. Price

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

b. Subject to condition G2 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.

D INTELLECTUAL PROPERTY

D1. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor 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 D1.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 D1.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

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

(1) the Authority has made or makes an admission of any sort relevant to such question;

(2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause D1.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 the 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 D.1a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

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

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

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

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause D1.a.

k. Where authorisation is given by the Authority under clause D1.e, D1.f or D1.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

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

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

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any information or material which the Contractor does not have the right to provide for the purpose of the Contract.

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

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) Clauses D1.a – D.1.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) Neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) A Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) The Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) Following a notification under clause D1.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

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

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

p. Nothing in condition D1 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

E FACILITIES AND ASSETS

E1. Access to Contractor's Premises

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

F DELIVERY

F1. Authority's Remedies for Breach of Contract

a. If the Contractor:

(1) fails to provide the Contractor Deliverables (or any part thereof) by the relevant date specified in Schedule of Requirements and/or the Specification;

(2) provides Contractor Deliverables (or any part thereof) that are not in accordance with, or the Contractor fails to comply with, any terms of the Contract;

(3) supplies Contractor Deliverables that do not comply with clause B1.b;

(4) fails to address the Authority's concerns to the Authority's satisfaction in accordance with condition A18, or fails to supply or withholds the Information required under clause A18.a;

(5) commits a persistent failure by failing to meet the Key Performance Indicator (KPI) on 3 or more occasions in a rolling 12 month period; or

(6) otherwise commits a material breach of its obligations under the Contract,

the Authority shall have the right to exercise the following remedies:

(7) where the Contractor commits a persistent failure in accordance with clause F1.a.(5) or where the breach is material in accordance with clause F1.a.(6), to terminate the Contract or the relevant part thereof, with immediate effect and without liability to the Authority, by giving written Notice to the Contractor;

(8) refuse to accept the provision of any further Contractor Deliverables by the Contractor and the Contractor shall refund to the Authority any sums paid in respect of the Contractor Deliverables that fail to comply with the terms of the Contract;

(9) give the Contractor the opportunity at the Contractor's expense to carry out such remedial services as is necessary to correct the Contractor's failure or otherwise to rectify the breach within the Authority-specified time limits;

(10) purchase substitute services from elsewhere;

(11) claim such damages as may have been sustained as a result of the Contractor's breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

(a) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or

(b) obtaining the Contractor Deliverables in substitution from another supplier.

(12) If during any given Quarterly Period the Contractor's performance has not achieved the required level of TIMS Service Availability of more than 80.1%, this shall result in a retention against the next payment due to the Contractor in accordance with the KPI calculations and Table 3 at Section L1.

b. In addition to the Authority's rights in clause F1.a., if the Authority reasonably believes at any time before the Contract Implementation Date that the Contractor will not be able to achieve Full Service Provision by the Contract Implementation Date then the Authority shall be entitled to terminate the Contract in whole or in part with immediate effect and without liability by giving written Notice to the Contractor.

c. In the event that the Authority terminates the Contract in whole or in part pursuant to this clause F1.a.(7) or F1.b. or for any other lawful reason, the the Authority shall also have the right to require the Contractor to transfer any or all of the Assets to the Authority, wherever they are located, upon the payment of a sum representing the market value of those Assets which the Contractor has purchased but not recovered the cost of from the Authority.

d. This condition F1 shall also apply to any remedial services carried out by the Contractor in accordance with clause F1.a.(9).

e. The Authority's rights and remedies under this condition F1 are in addition to its rights and remedies implied by statute and common law.

G PAYMENTS AND RECEIPTS

G1. Payment

a. Schedule 3 (Contract Data Sheet) specifies whether payment is to be enabled by P2P, by MOD Form 640, or by AG173. Payment may only be made using P2P where the Contractor has agreed a DEFFORM 30 with the Authority prior to the Effective Date of Contract and the DEFFORM 30 agreement is referenced in Schedule 3 (Contract Data Sheet).

b. Payment will be made by electronic transfer and prior to submitting any claims for payment under clause G1.e the Contractor shall provide to DBS Finance the name and address of the bank, the sort code and account number to which payment should be made and, if requested by DBS Finance, any further Information where payment is to be made outside of the UK.

c. In order to obtain approval for payment, the Contractor shall, upon completion of the Contract (or any part of the Contract for which the Contractor is entitled to payment):

(1) where payment is to be made using P2P, submit a properly completed DEFFORM 129J, in accordance with the instructions shown therein and in the explanatory notes;

(2) where payment is to be made using a MOD Form 640, submit the appropriate coloured copy of the MOD Form 640 to the Consignee or as otherwise directed in

Schedule 3 (Contract Data Sheet) and complete and dispatch the other appropriate coloured copies of the MOD Form 640 in accordance with the instructions shown therein; or

(3) where payment is to be made using an AG173, submit a properly completed AG173 (or AG210, as appropriate) to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet).

d. Upon receipt of the AG173 (or AG210, as appropriate), the Authority shall:

(1) approve payment by entering the relevant details into P2P to indicate receipt of the applicable Contractor Deliverables, or completing and signing the AG173/AG210, and returning it to the Contractor; or

(2) notify the Contractor in writing, giving reasons why it considers approval of payment may be withheld.

e. The Contractor shall submit a claim for payment to DBS Finance by either:

(1) using a properly prepared message structure and format for invoice payment using P2P in accordance with the arrangements set out, or referenced in DEFFORM 30; or

(2) forwarding the completed AG173/AG210 signed by the Authority, together with a properly completed DAB Form 10.

f. The Authority shall pay all valid, properly completed claims for payment submitted by the Contractor to DBS Finance in accordance with clause G1.e on or before the day which is thirty (30) days after the later of:

(1) the day upon which a valid request for approval of payment is received by the Authority in accordance with clause G1.c; and

(2) the date of completion of the part of the Contract to which the request for approval of payment relates.

g. Where using the AG173 (or AG210), the period of thirty (30) days referred to in clause G1.f shall be exclusive of the number of days that elapse between the date the Contractor receives a MOD Form 640 or AG173 (or AG210) from the Authority showing payment approval in accordance with clause G1.d and the date DBS Finance receives a valid, properly completed claim for payment in accordance with clause G1.e.

h. The approval of payment by the Authority under clause G1.d 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 condition F1 or otherwise.

i. 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 Government Department.

G2. 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 provision of any 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 its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the Contract Price claimed and the Authority shall pay it. 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 HM Revenue and Customs (HMRC).

c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority's Representative. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.

d. Where the provision of any 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.

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.

G3. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition A6 (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 G3 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause G1.i;
- (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 G3.b and G3.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 G3.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 G3.a.1 and G3.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 sub-clauses G3.a.(1) and G3.a.(2).

d. The provisions of condition G1 (Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

H CONTRACT ADMINISTRATION

H1. Progress Monitoring, Meetings and Reports

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

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

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

H2. 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 H2.

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 A2 (Amendments to Contract).

H3. Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

J The project specific DEFCONs and DEFCON SC variants that apply are:

DEFCON 14 (Edn.11/05) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

1. The provisions of either of Part A and B hereof or of Part B only as applicable to the Security Grading of the Contract shall apply in relation to any invention or design made in the course of or resulting from work carried out by the Contractor under the Contract (hereinafter respectively referred to as 'the invention' and the 'design').

Part A - Contracts For Work Classified As 'Restricted' Or Higher

2 a) The Contractor shall ensure that he and any Patent Agent or Attorney engaged by him shall treat the invention or design as bearing a Security Classification at least as high as the work to which it relates pending formal determination of its appropriate classification.

b) The preparation and filing of applications to which this Clause 2 relates shall be handled by the Contractor's own Patent Department under the conditions of security applicable under the Contract. If the Contractor does not have his own Patent Department he shall, before initiating the preparation of any application, secure the written Agreement of the Authority (1) as to the Patent Agent or Attorney that he proposes to employ for the preparation and filing of such an application.

c) Every application to which this clause 2 relates, whether filed by the Contractor or by a Patent Agent or Attorney engaged by him, shall be filed direct with the Security Section of the UK Patent Office, who shall be notified at the time of filing that the invention or design forming the subject of the application is related to classified Government work. The notification shall also quote the number of the Contract and the name and address of the Authority.

Part B - All Contracts

3. The Contractor shall ensure, to the extent he is legally able to do so, that any invention to which this Condition relates and made by an employee of the Contractor in the course of duties as defined in Section 39(1) of the Patents Act 1977 and any design to which this Condition relates and made by an employee of the Contractor shall vest in the Contractor.

4 a) The Contractor shall within 60 days of filing a first patent application or any subsequent patent application claiming priority from a first patent application and directed towards obtaining protection in the UK (including a European Patent Application or an International Patent Application designating the UK) for the invention or any application for registration of the design provide the Authority (1) (2) with a copy of that application together with the number of the Contract.

b) The Contractor shall promptly notify the Authority if he becomes aware of any application as aforesaid by any person who is, or has been an employee or agent of the Contractor or a subcontractor and provide the Authority with relevant particulars insofar as he can obtain them and has the right to provide them.

5. If an employee of the Crown is a joint inventor of the invention or part author of the design to which any application as is referred to in Clause 4 above relates and the portion of or share in the invention or design made by that employee belongs to the Crown and neither the Crown nor that employee is the person, or one of the persons, making the application, the Contractor shall if so requested by the Authority take all such steps and do all such things as are in his power and as may be necessary to ensure either that the Authority or the employee concerned joins in the application or, at the option of the Contractor, and if the application is one for a patent, that it is either withdrawn or

amended by the deletion from the application of any reference to that part of the invention made by the employee of the Crown, or, if the application is one for a Registered Design, that it is withdrawn.

6. If an employee of the Crown is a party to any such application as is mentioned in clauses 4 and 5 above and the Authority so requests, the Contractor shall at the expense of the Authority take such reasonable steps as are in his power and may from time to time be necessary to ensure that the Authority is substituted for the employee of the Crown as co-applicant and shall give all such consents and do all such things as may from time to time be necessary to enable:

a) the employee of the Crown to assign to the Authority his interest in the application and in any Patent or Registered Design granted pursuant thereto, and

b) the Authority to assign its own interest therein to the National Research Development Corporation.

Provided that the Contractor is not required by this Condition to consent to any assignment other than that specifically referred to herein.

7. Subject to the provisions of clauses 5 and 6 above and to the rights of the Authority as set out in Clause 8 below the invention or design shall belong to the Contractor.

8. Any Government Department and any person authorised by a Government Department may in any part of the world do in relation to the invention any act as defined in Section 55(1) (a) to (e) of the Patents Act 1977 or use the design for the services of the Government of the United Kingdom.

9. Subject to Clause 16 the Contractor shall not be entitled to any payment whatsoever in respect of anything done in accordance with Clause 8 above (whether by the Authority, a Government Department or any person whomsoever) and if any directions relating to the invention are given under Section 22(1) or 22(2) of the Patents Act 1977 the Contractor shall not have any claim for any such compensation as is mentioned in Section 22(7)(b).

10. If any question under this Condition shall arise between the Contractor and the Authority as to whether an employee of the Crown is a joint inventor of the invention or a part author of the design or as to whether the invention or design was made in the course of or resulted from work carried out by the Contractor under the Contract, that question shall be referred for decision to such person as may be agreed upon between the Contractor and the Authority or in default of such agreement as may be appointed by the President for the time being of the Chartered Institute of Patent Agents, and the decision of any such person on that question shall be final and conclusive.

11. The Contractor shall at the request and expense of the Authority take all such reasonable steps as are within his power and may from time to time be necessary to enable the Authority to register in the UK Patent Office or elsewhere its interest in the invention or design.

12. The rights conferred by this Condition shall be in addition to and not in derogation of the rights exercisable by virtue of Sections 55 to 59 of the Patents Act 1977 and Section 12 of the Registered Designs Act 1949.

13. In this Condition references to a Government Department are references to a Department of Her Majesty's Government in the United Kingdom.

14. The foregoing provisions of this Condition shall have effect both during the period the Contractor is carrying out the other provisions of the contract and at all times thereafter.

15. The Contractor shall include, in any subcontract which he may enter into for the purpose of the Contract, provisions as in this Condition, but with the substitution therein of references to the subcontractor for references to the Contractor, and of references to the subcontract for references to the Contract, and the Contractor shall at all times use all reasonable endeavours to secure the full and effectual observance by the subcontractor of those provisions and that the Authority and all Government Departments obtain the benefit thereof, and to advise the Authority if he becomes aware of any breach of the provisions. Provided that this Clause shall only apply to any subcontract for the carrying out of any work for research, design or development under the Contract.

16. Nothing herein shall prejudice the rights of either party arising otherwise than by virtue of this Condition.

Notes

(1) The agreement of the Authority is to be sought from and the information addressed to:

DIPR-AS2
Directorate of Intellectual Property Rights
MOD Abbey Wood Mail Point X
BRISTOL
BS34 8JH

(2) If an extra copy of the Patent Application or the application for registration of the design has been provided to the Patent Office for onward transmission to the Authority then that copy will be regarded as having been provided for the purpose of this Condition and no separate copy need be sent to the Authority direct provided that the Contractor indicates on the copy sent to the Patent Office for onward transmission to the Authority the number of the Contract.

(3) Any communication from the Authority to the Contractor on the subject of Clause 11 is to be addressed to the Contractor's address for service for the application.

DEFCON 23 (SC3) (Edn.12/14) - Special Jigs, Tooling and Test Equipment

1. The Contractor shall provide all jigs, tools, patterns moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software necessary for the manufacture of the Articles or for the performance of any other work in accordance with the Contract Schedule of Requirements, unless supplied by the Authority under the terms of DEFCON 611(SC3).

2. For the purposes of this Condition, "Special Jigs, Tools Etc." means all special jigs, tools, patterns, moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software necessary for the manufacture of the Articles or for the performance of any other work, which are not tools of the trade, as used by the Contractor in the performance of the Contract.

3. If the Contract Price has yet to be agreed, the cost of Special Jigs, Tools Etc. will not be accepted by the Authority as a direct charge to the Contract unless approved in writing. The Contractor may make a written application to the Authority that certain hardware or software, or both are special to the requirements of the Contract and that their provision should be met as a direct charge to the Contract as Special Jigs, Tools Etc. If the Authority accepts the application it shall do so in writing. The Contractor shall not seek approval for Special Jigs, Tools Etc where the Contract Price is established, or where these are available under other contracts he already holds from the Authority, either under the terms of this Condition or as Issued Property under DEFCON 611(SC3). This Condition shall not apply to the refurbishment of any Jigs, Tools Etc already held as Issued Property.

Pricing

4. Unless specified otherwise in the Contract, the Contract Price shall include an appropriate amount to enable the Contractor to recover his expenditure on Special Jigs, Tools Etc including the cost of maintenance and calibration under Clause 11.

5. The Contractor shall not claim assistance from other Government funds (e.g. Regional Development Grants or selective financial assistance) or other third parties towards the cost of any Special Jigs, Tools Etc.

Passing of Property

6. Except where otherwise specified in the Contract the Special Jigs, Tools Etc. shall become the property of the Authority:

a) where DEFCON 649(SC3) forms part of the Contract, in accordance with that Condition as if they were Articles;

- b) where the Authority authorises the Contractor to utilise the Special Jigs, Tools Etc for the production of articles for a third party in advance of their being used for the production of Articles under the Contract, upon delivery of the first article so produced for the third party;
- c) in all other cases upon acceptance of the first Article, as defined within the Contract, or upon Contract completion, whichever is the earlier.

7. Where property in the Special Jigs, Tools Etc. passes to the Authority under sub-Clauses 6.b) or 6.c) and they are still required to complete the Contract they shall be transferred to the Public Store Account as Contract Support Items and treated thereafter as Issued Property under the terms of DEFCON 611(SC3).

Acceptance

8. Acceptance shall occur at the time the first Article produced with the Special Jigs, Tools Etc. is accepted in accordance with the SC3 Conditions of Contract Clause: "Acceptance" or at the time stated in the Contract.

Modifications

9. Notwithstanding the passing of property to the Authority under Clause 6 and their transfer to the Public Store Account under Clause 7, the Contractor shall be free to modify the Special Jigs, Tools Etc. as he considers necessary in order to produce the Articles or to perform the Contract work, and the Authority's approval of those modifications shall not be required.

Accounting and Control

10. The Contractor shall account for and control the Special Jigs, Tools Etc. in accordance with the provisions of Clause 7. Pending the transfer to the Public Store Account, the Contractor shall:

- a) maintain a list of Special Jigs, Tools Etc. procured or manufactured by the Contractor;
- b) make the list available to the Authority for inspection by the Authority's Asset Accounting Centre;
- c) maintain the list for three years, or for such other period as is specified in the Contract, after any disposal of the Special Jigs, Tools Etc. where not transferred to the Public Store Account in accordance with DEFCON 611(SC3).
- d) forward the list to the Authority's Commercial Officer following first Article acceptance and prior to transfer of Special Jigs, Tools Etc. to the Public Store Account;

The Contractor shall remove from the list any Special Jigs, Tools Etc. transferred to the Public Store Account under Clause 7.

11. The Contractor shall be responsible for safe custody, maintenance and calibration necessary to retain the Special Jigs, Tools Etc. in good order, until transferred to the Public Store Account, delivered or disposed of in accordance with written disposal instructions given by the Authority.

Availability

12. Once property in the Special Jigs, Tools Etc. has passed to the Authority in accordance with sub-Clause 6.b) or 6.c) of this Condition, the Contractor shall, if required, deliver the Special Jigs, Tools Etc. to an individual, company, factory, or Government Establishment named by the Authority. The Contractor shall not be entitled to any further payment for delivering the Special Jigs, Tools Etc. other than for the recovery of packing and carriage costs reasonably incurred.

13. This Condition shall not entitle the Authority to require the Contractor to dispose of the Special Jigs, Tools Etc. to the prejudice of the Contract or other contracts held by the Contractor with the Authority or with another customer, provided the Authority's approval for that use in connection with a contract with another customer has been given in accordance with Clause 17 below.

14. Where the Contractor holds no contracts for articles or services for which the Special Jigs, Tools Etc. will be used, but having received the Authority's approval in accordance with Clause 17 below, has made a firm written offer to a third party to supply those articles or perform those services, the Authority shall not be entitled to dispose of the Special Jigs, Tools Etc. until the Contractor's offer has expired and no commitment to supply those articles or perform those services remains.

Disposal

15. As soon as the Special Jigs, Tools Etc. cease to be required by the Contractor to meet the Authority's requirements or for use as specified in Clause 13 he shall notify the Authority. The Authority will instruct the Contractor as to their disposal and, where appropriate, the method of crediting the Authority with the proceeds of them less any cost of disposal incurred by the Contractor. The Authority's disposal instructions shall be given within 3 months, or other period stated in the Contract, from receipt of the Contractor's notification.

16. Should the Authority fail to issue disposal instructions within this period, a fair and reasonable amount will be agreed for storage and, as instructed by the Authority, maintenance and calibration of the Special Jigs, Tools Etc., this sum to be a direct charge against the Contract or allocated as an indirect charge in accordance with the Contractor's approved Questionnaire on the Method and Allocation of Costs.

Use for other than the purposes of the Authority

17. The Contractor shall not use the Special Jigs, Tools Etc. for any purposes other than those of the Authority without first obtaining the written approval of the Authority and in accordance with the terms, including payment, for that other use as stated in a commercial exploitation, or other, agreement between the Contractor and the Authority. In subcontracts which include the provisions of this Condition the Contractor shall require that the written approval be obtained direct from the Authority by the subcontractor.

DEFCON 76 (SC3) (Edn.12/14) - Contractor's Personnel at Government Establishments

Definitions

1. Reference in this Condition to:

- a) 'Government Establishment' or 'site' shall be deemed to include any of Her Majesty's Ships or Vessels and Service Stations;
- b) 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and
- c) 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

General

2. The following general provisions apply:

- a) The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.
- b) Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.

c) The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to him prior to entering into the Contract.

Liability In Respect Of Damage To Government Property

3. Without prejudice to the provisions of DEFCON 611(SC3) (Issued Property) and the SC3 Conditions of Contract Clause: "Delivery/Collection", where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of his Representatives, arising from his or their presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within his or their reasonable control.

4. The total liability of the Contractor under Clause 3 herein shall be subject to any limitation specified in the Contract.

Contractor's Property

5. All property of the Contractor and his Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:

a) where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and

b) where any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefor, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

Contractor's Representatives

6. The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of those of his Representatives who may need to enter a Government Establishment for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:

a) was not born in the United Kingdom; or

b) if he was born in the United Kingdom, was born of parents either or both of whom were not born in the United Kingdom.

7. The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 6 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.

8. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Authority, any Representative of the Contractor shall misconduct himself, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

9. The decision of the Authority upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

Observance Of Regulations

10. The following provisions apply:

- a) The Contractor shall ensure that his Representatives have the necessary probity (by undertaking the Government's Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of security when employed within the boundaries of a Government Establishment.
- b) Where the Contractor requires information on the Government's Baseline Personnel Security Standard (the Standard) or security clearance for his Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, he shall apply in the first instance to the Project Manager/Equipment Support Manager.
- c) On request, the Contractor shall be able to demonstrate to the Authority that the Contractor's processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.
- d) The Contractor shall comply and shall ensure that his Representatives comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Authority on request.
- e) When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.

Transport Overseas

11. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager/Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes his Representatives to accompany materiel for installation which he is to arrange to be delivered, the Contractor shall make his own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of his Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

Medical Treatment Overseas

12. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

Injuries, Disease And Dangerous Occurrences

13. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

Dependants Of Contractor's Representatives

14. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

Provision Of Funds Overseas

15. The Contractor shall, wherever possible, arrange for funds to be provided to his Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

Health And Safety Hazard Control

16. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

a) The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:

- i. any health and safety hazards associated with the work to be performed by him or any of his Representatives;
- ii. any foreseeable risks to the health and safety of all persons associated with such hazards; and
- iii. any precautions to be taken by him as well as any precautions which, in his opinion, ought to be taken by the Authority, in order to control such risks.

b) The Authority shall notify the Contractor of:

- i. any health and safety hazards which may be encountered by the Contractor or any of his Representatives on the Government Establishment;
- ii. any foreseeable risks to the health and safety of the Contractor or any of his Representatives, associated with such hazards; and
- iii. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.

c) The Contractor shall notify his Representatives of and, where appropriate, provide adequate instruction in relation to:

- i. the hazards, risks and precautions notified by him to the Authority under sub-Clause 16.a);
- ii. the hazards, risks and precautions notified by the Authority to the Contractor under sub-Clause 16.b); and
- iii. the precautions which, in his opinion, ought to be taken by his Representatives in order to control those risks.

d) The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:

- i. copies of those sections of his own and, where appropriate, his Representatives' Safety Policies which are relevant to the risks notified under sub-Clause 16.a);
- ii. copies of any related risk assessments; and
- iii. copies of any notifications and instructions issued by him to his Representatives under sub-Clause 16.c).

- e) The Authority shall provide the Contractor with:
- i. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b);
 - ii. copies of any related risk assessments; and
 - iii. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c).

DEFCON 91 (Edn.11/06) - Intellectual Property Rights in Software

Definition And Interpretation

1. For the purposes of this Condition:
 - a) 'Software' shall mean all or any part of any
 - i. Object Code (as defined at sub-Clause 1.c);
 - ii. Source Material (as defined at sub- Clause 1.d);
 - iii. associated user documentation;
 - iv. anything further specified as Software in the Schedule of Requirements;
 - b) 'Deliverable Software' shall mean the Software delivered or to be delivered or which forms an integral part of any Article delivered or to be delivered by the Contractor to the Authority in accordance with the requirements of the Contract;
 - c) 'Object Code' shall mean machine code executable by a data processing system;
 - d) 'Source Material' shall mean that material, taken individually or in any combination thereof, which is:
 - i. Source Code, that is to say, a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code;
 - ii. a representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation generated by or for the Contractor under the Contract;
 - iii. a representation or identification of the data processing system configuration, computer programs, procedures, rules and associated ocumentation used to generate the Object Code, but not generated by or for the Contractor under the Contract, when in sufficient detail and suitable form, subject to sub-Clause 3.b), to permit replication of such data processing system configuration, computer programs, procedures, rules and associated documentation independently of the Contractor;
 - iv. subject to sub-Clause 3.b), and to the extent necessary to enable modification and testing of the Object Code independently of the Contractor, documentation on the specification, design rules, design, testing, analysis, function, usage and capabilities of the Object Code and of the material at sub-sub-Clauses 1.d) i, ii and iii;
 - e) 'to modify' shall mean to change or alter whether by means of adaptation, translation, extension, reduction by means of merging with other material, or by any other means, and the words 'modified' and 'modification' shall be construed accordingly;
 - f)
 - i. 'the Relevant Period' shall mean the currency of the Contract plus a period of six years from the completion of the Contract or such other period as may be specified in the Contract. Completion of the Contract shall be deemed to occur on the date when all work under the Contract is completed;
 - ii. the Contractor shall endeavour to ensure that the relevant period in any subcontract shall expire on the same date as that applicable under sub-sub-Clause 1.f)i. above, but shall consult the Authority if that is not achievable;
 - g) 'IPR' means Intellectual Property Rights;

- h) 'Non risk contract' shall mean a contract placed on a cost reimbursement basis (whether with a fixed fee element or a percentage profit) which insulates the contractor against loss;
- i) 'Risk contract' shall mean all contracts with a pricing arrangement which does not insulate the contractor against loss.
- j) The paragraph headings contained in this Condition shall not affect the interpretation thereof.

Ownership

2. The Contractor shall use all reasonable endeavours to ensure that all IPR in any Software generated under the Contract shall be the property of and vest in the Contractor, subject to any preexisting rights of the Crown or of third parties.

User Rights And Related Payments

3. The following user rights and related terms apply:

a) The Contractor grants to the Authority and all other United Kingdom Government Departments to the extent that he has the right to do so, the right, exercisable without payment to the Contractor:

i. to copy, modify and use any Deliverable Software for the services of the United Kingdom Government, whether by themselves, their agents or their contractors;

ii. to issue any Deliverable Software or copies of any Deliverable Software to any contractor or potential contractor to the United Kingdom Government for the purpose of use only in connection with a contract or the tendering for a proposed contract for a United Kingdom Government purpose.

b) The Contractor shall notify the Authority as soon as he becomes aware of any limitations as to the use of any Deliverable Software the IPR in which are owned by the Contractor or a third party. The Contractor shall also give to the Authority full details of the provisions of such limitations and any associated cost as soon as he becomes aware of them.

c) Except as provided for by sub-sub-Clause 5.a)ii., the Authority shall have a right to exercise any of the rights referred to at sub-Clause 3.a) in respect of Deliverable Software notified to the Authority in accordance with sub-Clause 3.b) the IPR in which are owned by the Contractor, subject to fair and reasonable terms. The exercising of any such right shall not be conditional upon prior agreement on the need for, the amount of or the making of any payment therefor.

d) The Contractor shall, if requested to do so by the Authority, endeavour to secure for the Authority those rights listed at sub-Clause 3.a) in Deliverable Software notifiable to the Authority in accordance with sub-Clause 3.b) the IPR in which are owned by a third party on terms and conditions to be agreed with or approved by the Authority.

e) Subject to the provisions of sub-Clause 3.b) but notwithstanding the provisions of sub-Clause 6.b), the Contractor grants to the Authority the right to issue the Deliverable Software, in whole or in part, or a copy thereof, only to the government(s) of the nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use Deliverable Software so released for other than information purposes or to disclose it to a third party. Provided that, where the supply of Source Code is contemplated, and subject to any pre-existing rights of the Authority, this sub-Clause 3.e) shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract.

Other Software Generated Under The Contract

4. In respect of other Software generated under the Contract:

a) Should, during the Relevant Period, the Authority require the Contractor to deliver any Software generated under the Contract but which is not Deliverable Software:

i. where the Contract has yet to be priced or has been or is to be priced on a non risk basis, then such Software as is required by the Authority shall be delivered by the Contractor to the Authority within a reasonable period as a minimum as it exists at the date on which the Authority makes its requirement known in writing to the Contractor and from that date such Software shall be deemed to be Deliverable Software;

ii. where the Contract has been priced on a risk basis, whether by negotiation or under competition, then such Software as is required by the Authority shall be delivered by the Contractor to the Authority within a reasonable period and on fair and reasonable terms as a minimum as it exists at the date on which the Authority makes its requirements known in writing to the Contractor and from that date such Software shall be deemed to be Deliverable Software (except for the purposes of Clause 9) provided always that the Authority shall not be liable to pay more than once for the supply of Software required by the Authority. Delivery to the Authority shall not be conditional upon prior agreement on the need for, the amount of, for the making of any payment therefor.

b) Notwithstanding anything to the contrary herein, other than in respect of any actual or alleged infringement of copyright, breach of confidence or IPR related breach of contract, the Contractor shall have no liability whatsoever in respect of any consequence arising from the possession or use by or on behalf of the Authority of any such Software which is deemed to be Deliverable Software pursuant to sub-Clause 4.a) above.

Subsequent Deliveries Of Software

5. In respect of subsequent deliveries of Software:

a) During the Relevant Period, the Contractor shall at the request and to the requirements of the Authority and to the extent he is able to do so in relation to third party software:

i. deliver further copies of the Deliverable Software to the Authority at a reasonable charge based on the cost of providing such copies;

ii. where the Contractor is unable or unwilling to support, maintain or modify the Deliverable Software, deliver all Software, including such records as are specified in sub-Clause 5.c), necessary for the Authority, its contractors or agents to independently support, maintain or modify the Deliverable Software for the services of the United Kingdom Government. All such Software shall be supplied on fair and reasonable terms, but delivery shall not be conditional upon prior agreement on the need for, the amount of or the making of any payment therefor.

b) The Contractor shall retain for the Relevant Period a copy of such Software as is required for the performance of his obligations under sub-Clause 5.a).

c) If the Software generated under the Contract is subsequently modified by or on behalf of the Contractor for the Authority, the Software to be retained under sub-Clause 5.b) shall be the latest modified version and any other version that may be specified by the Authority no later than the time of delivery of the succeeding modified version. The Contractor shall additionally maintain sufficient records to enable the changes introduced by each such modification to be identified so as to provide traceability back to the version originally accepted by or for the Authority.

Confidentiality

6. In respect of confidentiality:

a) The Authority undertakes to:

i. receive and hold in confidence all Deliverable Software;

ii. enforce all reasonable regulations and precautions upon the officers, agents, contractors and employees of the Authority and of all other United Kingdom Government Departments in order to preserve the confidential nature of the Deliverable Software;

iii. not disclose the Deliverable Software outside United Kingdom Government Departments and Establishments, except as expressly permitted by any other provision of this Condition or otherwise expressly agreed in writing by the Contractor.

b) The Authority shall, subject to sub-Clauses 6.c) and 6.d) and to the provisions of DEFCON 126 if it forms part of the Contract, before disclosing any Deliverable Software outside United Kingdom Government Departments and Establishments make it a pre-requisite of the disclosure, unless otherwise agreed in writing by the Contractor, that the recipient shall enter into a confidentiality agreement with the Contractor whereby the recipient's use of the Deliverable Software is limited to use for the services of the United Kingdom Government. A confidentiality agreement shall be concluded within 30 days, or whatever other period as may be mutually agreed by the Authority and the Contractor, of the Authority giving written notice to the Contractor of his intention to make the disclosure. If a confidentiality agreement is not concluded within that period then, notwithstanding the absence of a confidentiality agreement, the Authority shall have the right to make the disclosure on condition that in making the disclosure, the Authority shall place upon the recipient an obligation of confidence and a limitation of use as aforesaid. In these circumstances the Authority shall:

i. consult with the Contractor on the measures to be employed to protect any trade secrets, know-how or other information in the Deliverable Software;

ii. have regard to any representation made by the Contractor at any time before disclosure takes place as to the protection of any trade secrets, know-how or other information in the Deliverable Software;

iii. give consideration to any proposals the Contractor may make for:

(1) the preparation of a special version of the Deliverable Software;

(2) the disclosure of the Deliverable Software in parts or stages;

(3) restrictions on the circulation, copying or use of the Deliverable Software to be disclosed.

c) The obligations imposed by sub-Clauses 6.a) and 6.b) of this Condition shall not apply to such of the Deliverable Software that:

i. is, or becomes, rightfully in the possession of the Authority without relevant restrictions;

ii. is in or enters the public domain without breach of the Contract and is available for unrestricted use;

iii. is received by the Authority from a third party who himself has the right to disclose without relevant restrictions;

iv. is or was independently developed by the Authority;

v. is approved by the Contractor, in writing, for unrestricted release by the Authority.

d) Notwithstanding the provisions of this Condition relating to the disclosure of the Deliverable Software, the Authority shall be entitled to disclose the Deliverable Software after notification in writing to the Contractor by a Director of Contracts in person that he considers it to be in the national interest to do so. Save where the Authority considers the immediate disclosure is in the national interest, the Authority will endeavour to give the Contractor a reasonable opportunity to make representations about such disclosure. However, the Authority's decision shall be final and conclusive. In making the disclosure in this circumstance the Authority shall place upon the recipient an obligation of confidence and a limitation of use as set out in sub-Clauses 6.a) and 6.b).

Output

7. In respect of output from the Deliverable Software:

a) Subject to the rights of the Contractor and third parties, the Authority shall have the right, free of charge, to use in any manner and for any purpose anything which has been produced by or for the Authority with the aid of any Deliverable Software PROVIDED THAT if the result so produced reproduces or discloses the whole or a significant part of any of the Software used or generated in the performance of this Contract then such shall be deemed to be Deliverable Software and subject to the provisions of the Contract. If, however, the material produced contains other information, the IPR in which are owned by the Contractor or a third party and in which the Authority has no user rights, then the conditions under which that information has been made available to the Authority shall prevail in respect of such other information.

b) If Deliverable Software is required by the Authority under the Contract for the purpose of producing an output for incorporation in a data processing system, then, notwithstanding sub-Clause 7.a) of this Condition or any other provision of the Contract, the Authority shall have the right to use to have used, free of charge, such output for the services of the United Kingdom Government.

Marking

8. The Contractor may make or include in any Deliverable Software to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of the Deliverable Software made by the Authority or any other United Kingdom Government Department or its agents or contractors.

Commercial Exploitation Levy

9. The Contractor shall agree with the Authority the sum or sums (if any) which shall be paid to the Authority in respect of Software generated under the Contract having regard to the amounts paid or payable to the Contractor by the Authority under the Contract before:

- a) assigning, selling or otherwise disposing of any IPR subsisting in such Software;
- b) disclosing, licensing or selling any material reproducing such Software;
- c) using any such Software for the purpose of generating any Software for disclosure, licensing or sale to a third party.

Modified Software

10. Should Software generated under the Contract be modified at any time, then each party shall enjoy the same rights and be bound by the same obligations provided by this Condition in respect of any of those parts of the modified Software which were present in the Software prior to modification.

Liability And Indemnities

11. In respect of liabilities and indemnities:

a) The Contractor shall at all times indemnify and keep indemnified the Authority or any other United Kingdom Government Department in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Authority or any other United Kingdom Government Department:

i. arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

ii. arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

by the Contractor as a result of the copying, modification, use or possession of the Deliverable Software by or on behalf of the Authority or any other United Kingdom Government Department or their respective agents or contractors.

b) In the event that any claim is made against the Authority in respect of which the Authority is entitled to be indemnified in accordance with the provisions of sub-Clause 11.a) above then:

i. the Authority shall promptly notify the Contractor in writing of such costs, claims, demands, damages, liabilities and expenses of which it shall have notice and shall provide the Contractor with such information regarding the claim as the Contractor shall reasonably require PROVIDED THAT the Authority shall not be obliged to disclose any information the disclosure of which would prejudice any right or interest of the Crown;

ii. unless there is a statutory obligation to do so, the Authority shall not make any statement which may be prejudicial to the settlement or defence of such claim without the prior written consent of the Contractor;

iii. when requested by the Contractor the Authority shall allow the Contractor at the Contractor's expense to conduct all negotiations and litigation and shall give the Contractor all reasonable assistance in connection therewith PROVIDED THAT:

(1) the Contractor shall have first given to the Authority an unconditional written admission of his liability to indemnify the Authority in accordance with the provisions of sub-Clause 11.a);

(2) at the request of the Authority the Contractor shall keep the Authority fully informed about the conduct and progress of such negotiations and proceedings;

(3) the Authority shall have the right to intervene or assume responsibility for the conduct of such proceedings or any consequent settlement thereof at any time PROVIDED THAT the Contractor shall not be liable to indemnify the Authority under this Clause 11 against any liability or any part of any damages costs or expenses to the extent that such liability or part is incurred by the Authority by reason of any breach by the Authority or sub-sub- Clause 11.b) ii. or by the Authority acting unreasonably either in the conduct of any negotiations or legal proceedings or in the making of any settlement in relation to any claim or demand.

c) If at any time an allegation of infringement of copyright or breach of confidence or breach of contract is made as a result of the copying, modification, use or possession of the Deliverable Software or any part thereof, the Contractor may, with the agreement of the Authority and at the Contractor's own expense, modify the Deliverable Software or any part thereof or replace the same with an item of equivalent functionality and performance so as to avoid infringement or breach.

d) Except as may be otherwise agreed, the foregoing provisions shall not apply in so far as any costs, claims, demands, damages, liabilities and expenses are in respect of:

i. any use of Deliverable Software not reasonably to be inferred from the specification requirements of the Authority;

ii. the refusal by the Authority or such other United Kingdom Government Department to use to have used a modified or replacement item supplied pursuant to sub-Clause 11.c);

iii. the use of any Deliverable Software made after and in contravention of a judicial decision relating to such Deliverable Software.

e) The Contractor shall have no liability in respect of any Deliverable Software modified by or on behalf of the Authority, other than Deliverable Software modified under the direction and control of the Contractor himself, PROVIDED THAT the exclusion of liability contained in sub-Clause 11.e) shall not apply in circumstances where the Contractor would be liable under the terms of the Contract whether or not the Deliverable Software has been modified.

f) Where the Contractor is not liable under the provisions of sub-Clause 11.e), then the Authority shall indemnify and keep indemnified the Contractor in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Contractor:

i. arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

ii. arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

as a result of the copying, modification, use or possession of any modified Deliverable Software by or on behalf of the Authority or any other United Kingdom Government Department or their respective agents or contractors, or by any government which received it in accordance with the provisions of sub-Clause 3.e).

g) Where the Authority supplies or causes to be supplied Software to the Contractor for use, or instructs the Contractor to use Software, in the performance of the Contract and that Software was not previously supplied to the Authority by the Contractor, then the Authority shall indemnify and keep indemnified the Contractor in respect of all costs, claims, demands, damages, liabilities and expenses made against or incurred by the Contractor:

i. arising directly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

ii. arising indirectly from any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract;

as a result of the copying, modification, use or possession of such Software by the Contractor solely for the performance of the Contract.

h) In the event that any claim is made against the Contractor in respect of which the Contractor is entitled to be indemnified in accordance with the provisions of sub-Clauses 11.f) and 11.g) above then:

i. the Contractor shall promptly notify the Authority in writing of such costs, claims, demands, damages, liabilities and expenses of which he himself shall have notice and shall provide the Authority with such information regarding the claim as the Authority shall reasonably require;

ii. the Contractor shall not make any statement which may be prejudicial to the settlement or defence of such claim without the prior written consent of the Authority;

iii. when requested by the Authority the Contractor shall allow the Authority at the Authority's expense to conduct all negotiations and litigation and shall give the Authority all reasonable assistance in connection therewith PROVIDED THAT:

(1) the Authority shall have first given to the Contractor an unconditional written admission of its liability to indemnify the Contractor in accordance with the provisions of sub-Clauses 11.f) and 11.g);

(2) at the request of the Contractor the Authority shall keep the Contractor fully informed about the conduct and progress of such negotiations and proceedings.

i) The foregoing states the entire liability of the Authority and Contractor with respect to any actual or alleged infringement of copyright or breach of confidence or IPR-related breach of contract arising from the copying, modification, use or possession of:

i. the Deliverable Software by or on behalf of the Authority or any other United Kingdom Government Department;

ii. the Software referred to in sub-Clause 11.g) by the Contractor.

12. This Condition shall constitute an 'agreement to the contrary' for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.

DEFCON 127 (Edn.12/14) - Price Fixing Condition for Contracts of Lesser Value

1. Fair and reasonable prices shall be paid to the Contractor in respect of the Contractor Deliverables, such prices to be fixed as soon as practicable by agreement between the Authority and the Contractor.

2. In the event of delay in fixing prices fair and reasonable provisional prices shall be fixed by the Authority and the Authority reserves the right to alter from time to time the provisional prices so fixed. The Authority shall pay to the Contractor the amount by which any sum payable on the basis of the prices finally fixed exceeds any sum paid on the basis of the provisional prices and the Contractor shall pay to the Authority the amount by which any sum paid on the basis of the provisional prices exceeds the sum payable on the basis of the prices finally fixed. In the event of any alteration of the provisional prices similar provisions for payment and repayment shall apply.

3. For the purpose of fixing prices for the Contractor Deliverables the Contractor shall at all times before prices have been finally fixed:

a. supply such estimates of the costs of production or performance of the Contractor Deliverables as the Authority may reasonably require;

b. provide such facilities as the Authority may reasonably require for its representatives to visit the Contractor's premises and examine any or all of the processes involved in the manufacture or performance of the Contractor Deliverables in order to estimate the costs of their production or performance;

c. maintain and on request supply such details of its plans for the manufacture or performance of the Contractor Deliverables as the Authority may reasonably require and on request by the Authority confirm these details or bring them up to date in any respect which might significantly affect the costs of production or performance of the Contractor Deliverables; and

d. maintain and on request supply such details as the Authority may reasonably require in order that it may be satisfied that the prices paid by the Contractor to sub-contractors and suppliers (including subsidiary companies or firms) are fair and reasonable.

4. If, in connection with or for the purpose of the Contract, at any time before prices for the Contractor Deliverables have been finally fixed, any sub-contract, the value of which exceeds £250,000 (or such other amount as shall have been agreed between the parties and specified in the Contract), is placed by the Contractor with a sub-contractor (including a subsidiary company or firm) otherwise than by acceptance of the lowest acceptable competitive tender, then except in so far as the Authority otherwise agrees in writing the Contractor shall without prejudice to its responsibility for negotiating and agreeing fair and reasonable prices for the Contractor Deliverables under any such sub-contract:

a. in order to assist the Authority in fixing prices for the Contractor Deliverables, include in any such sub-contract provisions which will impose on the sub-contractor the same obligations in relation to the Contractor Deliverables under the sub-contract as are imposed on the Contractor in relation to the Contractor Deliverables by sub-clauses a, b, and c of clause 3 above, and

b. take all reasonable steps to secure the due observance by the sub-contractor of its obligations under those provisions.

5. The Authority shall not disclose to any person outside any Central Government Body any information obtained by them in consequence of the application of any of the provisions of this condition.

DEFCON 601(SC) (Edn.03/15) - Redundant Materiel

1. Redundant Materiel shall mean Materiel (a generic term meaning equipment (including fixed assets), stores, supplies and spares) that is identified as surplus to the requirement of the Contract for whatever reason.

2. All redundant Materiel resulting from work carried out under, or procured for the purposes of the Contract, the costs of which have been paid by the Authority under the Contract, or which is otherwise owned by the Authority, shall be disposed of as follows:

a. On completion of the Contract or earlier if appropriate, the Contractor shall prepare:

(i) a list of those items of the Materiel referred to above which are considered to be serviceable or repairable. The list shall record the condition of each item, its actual cost or estimated value and, in the case of repairable items, the estimated price of repair; and

(ii) a list of those items of the Materiel which are considered to be unserviceable and which cannot be economically repaired or are otherwise considered to be scrap.

b. The Contractor shall send the lists referred to in sub-sub-Clause 2.a.(i) and 2.a.(ii) above to the Commercial Officer named in the Contract.

c. Within three months of the date of receipt of the lists, the Authority shall issue disposal instructions to the Contractor. Such disposal instructions shall require that the items of materiel are either:

(i) transferred to other subsisting contracts; or

(ii) subject to contract, retained by the Contractor for use in the performance of future contracts placed with the Contractor; or

(iii) subject to contract, repaired by the Contractor; or

(iv) at the direction of the Authority, sold by the Contractor, acting on behalf of the Authority, for the best price reasonably obtainable. Materiel designated in accordance with sub-sub-clause 2.a.(ii) above shall be dismantled and disposed of in such a manner as to preclude the possibility of resale in its existing form.

3. The proceeds of the sale of items of Materiel sold pursuant to sub-sub-Clause 2.c.(iv) above shall be credited to the Authority in accordance with arrangements made between the Contractor and the Authority.

4. A list of the items sold by the Contractor shall be sent to the Commercial Officer specified in the Contract together with a statement of the proceeds of sale.

DEFCON 611 (SC3) (Edn.12/14) - Issued Property

General

1. All Issued Property shall remain the property of the Authority. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority.

2. Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property.

Receipt

3. Subject to Clauses 4 and 7 below, within 14 days of receipt of Issued Property, or such other longer period as may be specified in the Contract, the Contractor shall:

a) check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract;

b) conduct a reasonable visual inspection; and

c) conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided; and notify the Authority of any defects, deficiencies or discrepancies discovered.

4. Where Issued Property is packaged it shall not be unpacked earlier than is necessary. The period identified at Clause 3 above shall count from the date on which packages are opened.

5. The Authority shall within a reasonable time after receipt of any notice under clause 3 of this Condition replace, re-issue or authorise repair of Issued Property agreed to be defective or deficient and, if appropriate, the Authority shall revise the Contract Price, delivery schedule or both. If appropriate, it shall also issue written instructions for the return or disposal of the defective or deficient Issued Property.

6. In the event that the Authority fails to provide, replace, or authorise repair of defective or deficient Issued Property within a reasonable time of receipt of a notice in accordance with Clause 3, fair and reasonable revisions of the Contract Price, delivery schedule or both shall be made as may be appropriate provided that the Contractor has taken all reasonable measures to mitigate the consequences of any such delay.

7. Clauses 3 - 6 do not apply in the following circumstances:

a) where Issued Property is issued for the purpose of repair, overhaul, conversion or other work to be performed on the Issued Property, inspection of such property shall be as specified in the Contract;

b) where the Contractor can show that the Issued Property cannot be fully tested until it has been integrated with other items, inspection of such property shall be as specified in the Contract;

c) where Special Jigs and Tools etc. become Issued Property under DEFCON 23 (SC3).

Custody

8. Subject to Clause 11 below and any limitation or exclusion of liability as may be specified in the Contract, the Contractor shall be responsible for the safe custody and due return of Issued Property, whether or not incorporated into the Articles, and shall be responsible for all loss or damage thereto, until re-delivered in accordance with the Authority's instructions or until the expiry of the period specified in Clause 14.

9. The Contractor shall be responsible for such calibration and maintenance of the Issued Property as is specified in the Contract.

10. If requested, the Authority, within a reasonable time, and where practicable before delivery of the Issued Property, shall notify the Contractor of the value of the Issued Property.

11. The Contractor shall not be liable in respect of:

a) defects or deficiencies notified to the Authority in accordance with Clause 3 of this Condition or latent defects which the Contractor can show could not reasonably have been discovered by means of the activities described at Clause 3 of this Condition;

b) fair wear and tear in Issued Property resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the Contractor);

c) Issued Property rendered unserviceable as a direct result of ordinary performance of the Contract;

d) any loss or damage to Issued Property arising from:

i. aircraft or other aerial devices or objects dropped from them, including pressure waves caused by aircraft or such devices whether travelling at sonic or supersonic speeds;

ii. ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;

iii. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;

iv. riot, civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or acts of the Queen's enemies.

Accounting and Return of Issued Property

12. The Contractor shall:

- a) open and maintain a Public Store Account (PSA) in accordance with DEF STAN 05-99.
- b) ensure that all property of the Authority recorded in the PSA, including but not limited to Issued Property, is available for inspection by the Authority at any reasonable time;
- c) on being given two months notice or such other period as has been stated in the Contract permit, and co-operate with, the Authority to conduct audits of the property of the Authority recorded in the PSA in a manner to be determined by the Authority; where the Authority has reasonable grounds to believe that the property of the Authority has not been used in accordance with the terms of issue then these audits may be conducted without notice.

13. Once title in Special Jigs, Tools etc has passed to the Authority in accordance with Clause 6 of DEFCON 23 (SC3) the Contractor shall record that equipment in the PSA in accordance with DEF STAN 05-99.

14. At Contract completion the Contractor shall forward a list of Issued Property still held to the Authority's Commercial Officer named in the Contract. Return or disposal of such Issued Property will be as specified in the Contract, or as instructed by the Authority at Contract completion. If no disposal instructions are specified in the Contract the Authority shall provide such instructions within two months of the Contractor's written request to do so.

DEFCON 643 (SC) (Edn.03/15) - Price Fixing (Non-qualifying contracts)

1. The Authority shall pay fair and reasonable prices to the Contractor in respect of the Contractor Deliverables, such prices to be fixed as soon as practicable by agreement between the Authority and the Contractor.

2. In the event of delay in fixing prices fair and reasonable provisional prices shall be fixed by the Authority, and the Authority reserves the right to alter from time to time the provisional prices so fixed. The Authority shall pay to the Contractor the amount by which any sum payable on the basis of the prices finally fixed exceeds any sum paid on the basis of the provisional prices and the Contractor shall pay to the Authority the amount by which any sum paid on the basis of provisional prices exceeds the sum payable on the basis of prices finally fixed. In the event of any alteration of the provisional prices similar provisions for payment and repayment shall apply.

3. For the purpose of fixing prices the Contractor shall (subject to Clause 4 below) at all times before prices have been finally fixed:

- a) maintain a record of details of the costs of production or performance of the Contractor Deliverables (including, for example, details of times taken and of wage rates paid) as may be available from his normal accounting procedures and any further detail of those costs as the Authority may from time to time reasonably require (including details of the costs of production or performance of such substantial parts of any of the Contractor Deliverables as the Authority may specify in any such requirement) as being necessary for the purpose of determining such costs with reasonable accuracy: provided that a requirement under this sub-Clause shall not apply so as to impose any obligation on the Contractor to maintain a record of any such further details in respect of any costs of production or performance of the Contractor Deliverables incurred before the date on which that requirement is made; and
- b) when requested by the Authority, provide a summary of any of the costs mentioned in sub-Clause 3.a) above in such form and detail as the Authority may reasonably require;
- c) provide such facilities as the Authority may reasonably require for its representatives to visit the Contractor's premises and examine;
 - i. any or all of the processes involved in the manufacture or performance of the Contractor Deliverables in order to estimate the costs; and

- ii. the records maintained under sub-Clause a) above;
- d) maintain and on request provide such particulars of its plans for the manufacture or performance of the Contractor Deliverables as the Authority may reasonably require. The details shall, on request by the Authority, be confirmed or brought up to date in any respect which might significantly affect the costs of production or performance of the Contractor Deliverables; and
- e) maintain and on request furnish such details as the Authority may reasonably require in order that it may be satisfied that the prices paid by the Contractor to subcontractors and suppliers are fair and reasonable.

4. Where, at any time after the Contract has been made, the Contractor quotes to the Authority a firm price for any of the Contractor Deliverables, then Clause 3 above (except sub-Clause 3.c)i.) shall cease to apply in relation to those Contractor Deliverables (but not in relation to any other of the Contractor Deliverables) after the expiration of such period as shall be specified in the Contract for the purposes of this Clause, commencing with the date on which the quotation is made: Provided that where the Authority is of the opinion that it is necessary that the said Clause 3 should continue to apply for the purpose of reaching agreement on fair and reasonable prices for the Contractor Deliverables in question, and gives notice to the Contractor in writing that the said period should accordingly be extended, then the said Clause 3 shall continue to apply in relation to those Contractor Deliverables for such further period as may be specified in the notice or in any subsequent notice so given. Further to the provisions of the SC2 and SC3 Contract Condition H3, a written notice under the terms of this Clause shall not be effective unless it is signed on behalf of the Authority by one of its officers not below the level of Director Commercial.

5. If, in connection with or for the purposes of the Contract, at any time before prices for the Contractor Deliverables have been finally fixed, any subcontract, the price of which exceeds £250,000 (or such greater amount as agreed between the parties and specified in the Contract), is placed by the Contractor with a subcontractor (including a subsidiary company or firm) otherwise than by acceptance of the lowest acceptable competitive tender, then except in so far as the Authority otherwise agrees in writing, the Contractor shall:

- a)
 - i. include, in any such subcontract which is not a fixed price subcontract, the provisions set out in Part I of the Appendix to this Condition and, in any such subcontract which is a fixed price subcontract, the provisions set out in Part II of that Appendix; or
 - ii. at its discretion and provided the Authority does not direct to the contrary, include Clause 3.a), b) and c) and Clause 5 of DEFCON 127 (where 'Contractor' is replaced by 'subcontractor') in subcontracts not exceeding £250,000 (or such other amount as agreed between the parties and specified in the Contract); and
- b) take all reasonable steps to secure the due observance by the subcontractor of his obligations under the said provisions.

In this Clause, the expression 'fixed price subcontract' means a subcontract in which the prices are fixed at the time the subcontract is made, including those which contain provision for variation of any prices so fixed by reason only of changes in wage rates or prices of materials.

6. Except where necessary for proper compliance with the requirements of any person acting in the capacity of an arbitrator under any provision of the Contract, the Authority shall not disclose to any person outside any Central Government Body any information obtained by it in consequence of the application of any of the provisions of this Condition.

DEFCON 649(SC3) (Edn.12/14) - Vesting

- 1. Subject to the following provisions of this Condition:
 - a) each Article as it is constructed together with its component parts and equipment so far as incorporated in the Articles; and

b) all materiel which the Contractor acquires or allocates for incorporation in any of the Articles,

shall vest in and become the absolute property of the Authority, as from the time the construction of the Article begins or the materiel is acquired specifically for or is allocated for incorporation in any of the Articles and shall from that time be in the possession of the Contractor for the sole purpose of completing the Articles and delivering them when completed to the Authority, and shall not be within the control or disposition of the Contractor other than for that purpose.

2. Neither the Contractor, nor a subcontractor, nor any other person shall have a lien on any Article or materiel which have vested in the Authority under Clause 1 of this Condition for any sum due to the Contractor, subcontractor or other person. The Contractor shall take all reasonable steps necessary to ensure that the provisions of this Condition are brought to the notice of all subcontractors and other persons dealing with any such Articles or materiel.

3. Without prejudice to Clause 1 of this Condition, the Contractor shall ensure that from the time when the construction of any Article begins, or as soon as practicable thereafter, or when any materiel is acquired specifically for or is allocated for incorporation in any of the Articles, they are marked or recorded so that they are readily identifiable as the property of the Authority. The Contractor shall comply with any direction given by the Authority in this respect.

4. Any Article or materiel which is rejected by the Authority shall immediately re-vest in the Contractor.

5. If the Authority terminates the Contract otherwise than under the SC3 Conditions of Contract Clause: "Termination for Convenience", any Article which has not been accepted in accordance with the SC3 Conditions of Contract Clause: "Acceptance" and any materiel which has not been incorporated in any Article which has been accepted in accordance with the SC3 Conditions of Contract Clause: "Acceptance" shall re-vest in the Contractor. Such re-vesting shall occur on the expiry of thirty days from the date on which that termination shall take effect, unless the Authority has given the Contractor notice, prior to that expiry, that the Authority elects to retain the property in the Article or materiel.

6. Any payment made by the Authority in respect of any Article or materiel which re-vest in the Contractor under Clauses 4 or 5 of this Condition shall be recoverable from the Contractor.

7. The Contractor shall hand over to the Authority any Article or materiel in which the Authority has elected to retain the property under Clause 5 of this Condition. If the Contractor fails to do so, the Authority shall have the right to enter the Contractor's premises and remove the Article or materiel and recover the cost of doing so from the Contractor.

8. The Authority shall pay a fair and reasonable price for any Article or materiel in which it has elected to retain the property under Clause 5 of this Condition and which are handed over to it by the Contractor or otherwise come into his possession.

9. Where any Article or materiel in the Authority's possession or control has re-vested in the Contractor in accordance with Clauses 4 or 5 of this Condition, the Contractor shall bear the cost of resuming possession and control of them from the place of delivery in the UK as specified in the Contract. If the Article or materiel is on the premises of the Authority or the premises of any Government Department (including any agencies thereof), the Contractor shall remove them within fourteen days of their re-vesting.

DEFCON 660 (Edn.11/14) - Reportable OFFICIAL and OFFICIAL-SENSITIVE Security Requirements

1. In this condition "Information" means information recorded in any form disclosed or created in connection with the Contract.

2. The Contractor shall protect all Information relating to the aspects designated as Reportable OFFICIAL and OFFICIAL-SENSITIVE as identified in the security aspects letter annexed to the Contract, in accordance with the official security conditions annexed to the security aspects letter.

3. The Contractor shall include the requirements and obligations set out in Clause 2 in any sub contract placed in connection with or for the purposes of the Contract which requires disclosure of Reportable OFFICIAL or OFFICIAL-SENSITIVE Information to the subcontractor or under which any Information relating to aspects designated as Reportable OFFICIAL or OFFICIAL-SENSITIVE is created by the subcontractor. The Contractor shall also include in the sub contract a requirement for the subcontractor to flow the requirements of this Clause to its subcontractors and through all levels of the supply chain to the lowest level where any Reportable OFFICIAL or OFFICIAL-SENSITIVE Information is handled.

DEFCON 694 (SC3) (Edn.12/14) - Accounting For Property of the Authority

1. The Contractor shall:

a) maintain a Public Store Account (PSA), as defined in DEFSTAN 05-99, which shall include a complete list of all property of the Authority, as defined in Clause 2, and record for that property all transactions or other accounting information specified at Annex A to this Condition;

b) supply to the Authority quarterly reports on the current PSA holdings. At least one report in any twelve-month accounting period or part thereof shall be a reconciled report. This shall be submitted with the Annual Certificate Form AAC 32 as required in DEFSTAN 05-99. The other three reports submitted in the period may be un-reconciled advisory reports. The submission by the Contractor and receipt by the Authority of these reports shall not prejudice any rights or obligations of the Authority or the Contractor under the Contract;

c) ensure that the PSA is available for inspection by the Authority at any reasonable time;

d) on being given two months notice or any other period as has been stated in the Contract permit, and co-operate with, the Authority to conduct audits of the PSA in a manner to be determined by the Authority; where the Authority has reasonable grounds to doubt the integrity of the PSA to the extent that the Authority is not satisfied of the proper use of property of the Authority, an audit may be conducted without notice;

e) retain the PSA for a period of three years after disposal of the last item of the property of the Authority, or for any other period as may be specified in the Contract;

f) if the Authority agrees that a subcontractor at whatever level of subcontracting shall have responsibility in the subcontractor's PSA for property of the Authority issued in aid of the Contract, the Contractor shall include in any subcontract with those subcontractors only the provisions corresponding to those set out in this Condition that apply to property of the Authority issued in aid of the subcontract, in particular Clauses 1, 2, 4 and 7; and

g) manage the Government Furnished Assets (GFA) component of the PSA in accordance with the provisions of DEFSTAN 05-99; and implement any new edition of or amendment to DEFSTAN 05-99 subject to the SC3 Conditions of Contract Clause: "Variations to Specification" within three months of the publication date of the new edition. These amendments shall not have retrospective effect.

2. For the purposes of this Condition 'property of the Authority' means GFA and fixed assets, including property issued under DEFCON 611(SC3) and property of the Authority issued to the Contractor under any other authorising document except for property vested in the Authority under Clause 1 of DEFCON 649 (SC3).

3. For the avoidance of doubt, it is a condition of this Contract that this Condition shall apply to all property issued to the Contractor from the date of this Contract, whether in aid of the Contract, any other contract or other agreement with the Authority. Property of the Authority issued prior to the date of this Contract may be subject to separate contractual arrangements.

4. The obligations of the Contractor arising under this Condition in respect of property of the Authority issued in aid of the Contract shall survive completion of the Contract and shall not be completed until all such obligations are fulfilled including the provisions of sub-Clause 1.e).

5. The obligations of the Contractor arising under this Condition in respect of property of the Authority unconnected with the Contract shall survive completion of the Contract and shall not be completed until all those obligations are fulfilled including the provisions of sub-Clause 1.e) unless and until a subsequent contract containing DEFCON 694 (SC3) is placed with the Contractor at which time

obligations in respect of any remaining property of the Authority unconnected with the Contract shall be subsumed in the subsequent contract.

6. If, after completion of the Contract, no subsequent contract is placed containing DEFCON 694 (SC3) within the period detailed at sub-Clause 1.e), then the obligations of the Contractor arising under this Condition in respect of property of the Authority unconnected with the Contract shall cease on expiry of the period detailed at sub-Clause 1.e).

7. The Authority reserves the right to amend Annex A without further consultation where the amendments arise from the Department's proper and reasonable accounting requirements. For the purposes of this Clause, Annex A shall be regarded as a Specification and subject to the terms of the SC3 Conditions of Contract Clause: "Variations to Specification". If the Authority exercises this right:

a) the Contractor shall implement the amendment to Annex A at the commencement of the Department's next accounting year provided that a notice of six months or such other period as may expressly be agreed between the Authority and Contractor is given to the Contractor. These amendments shall not have retrospective effect; and

b) the Contractor shall inform the Authority as soon as practicable, but in any event within three months of notice having been given, if the Contractor cannot comply with the amendment to Annex A.

DEFCON 812 (Edn.04/15) - Single Source Open Book

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

a. "contract completion date" means:

- (1) the date described in the Contract as being the contract completion date; or
- (2) if no such date is described in the Contract, the date on which the Contractor completes all obligations which entitle it to final payment under the Contract; or
- (3) if the Contract is terminated before either of the dates described in (1) or (2) above, the date the Contract is terminated.

b. "group undertaking" has the meaning given by Section 1161 of the Companies Act 2006.

c. "Material Single Source Sub-contract (Non-Qualifying)" means a sub-contract entered into by the Contractor where:

- (1) the sub-contract is entered into at the same time as, or after, the Contract was entered into;
- (2) the sub-contract is entered into for the purposes of the Contract;
- (3) the award of the sub-contract is not the result of a "competitive process" as that defined in Regulation 59, or Regulation 60, as appropriate of the Single Source Contract Regulations 2014 (SSCR) for Qualifying Sub-contracts (QSCs);
- (4) the value of the sub-contract is of or above £1,000,000; and
- (5) at least 50% of the sub-contract (by value) is required either to enable performance of the Contract, or to enable the combined performance of the Contract and any other contract, or prospective contract, to which the Contractor or any group undertaking of the Contractor is a party, or might become a party.

d. "Relevant records" means accounting and other records:

- (1) which the Contractor may reasonably be expected to keep; and

(2) which are sufficiently up-to-date and accurate for use by the Authority, or its Representatives, for any of the purposes listed in clause 3 below.

e. "Representatives" means employees, agents, officers, advisers and other representatives of the Authority.

6. The Contractor shall maintain relevant records from the date on which the Contract was entered into for the period ending:

- a. on the sixth anniversary of the financial year of the Contractor in which the obligation to keep those relevant records first arose; or
- b. two (2) years after the contract completion date,
whichever is the sooner.

7. The Authority, or its Representatives, may examine relevant records maintained by the Contractor where reasonably required for one or more of the following purposes:

- a. auditing reports provided by the Contractor in accordance with DEFCON 813, or equivalent reports, where the Contractor has agreed to provide such reports;
- b. verifying whether a cost of the Contractor is an allowable cost;
- c. verifying the reason for any difference between an estimated and actual allowable cost;
- d. verifying any other matter relating to the price payable under the Contract; and
- e. monitoring the Contractor's performance of its obligations under the Contract.

4. The Authority must give the Contractor at least 20 working days written notice of its intention to examine the relevant records.

5. The Authority may only examine the relevant records on a working day between the hours of 09:00 and 17:00.

6. Where required by the Authority, the Contractor shall make copies available (in hard or electronic form) for the purposes of enabling those records to be examined.

7. Where required by the Authority, the Contractor shall provide further information or explanation relating to the relevant records, whether after the examination of the relevant records or otherwise.

8. The Authority agrees that, where exercise of the rights granted at clauses 3 and 7 of this Condition would cause significant time and effort to be incurred by the Contractor and / or other significant disruption to the Contractor, the Authority's exercise of that right shall be proportionate. When determining what is proportionate for that purpose, the Authority shall consider the benefit which may be achieved through the exercise of the rights and the disruption caused to the Contractor. This includes but is not limited to the impact on the Contractor's provision of the Articles or Services.

9. Except where the Authority notifies the Contractor in writing that it is not required, the Contractor shall use reasonable endeavours to include in any Material Single Source Sub-contract (Non-Qualifying) the terms specified in Appendix I to this Condition (inserting relevant party names where appropriate).

10. Where the terms specified in Appendix I to this Condition are included in a Material Single Source Sub-contract (Non-Qualifying), the Contractor shall take reasonable steps to secure the performance by the Sub-contractor of the obligations contained in those terms.

11. Before entering into a Material Single Source Sub-contract (Non-Qualifying) the Contractor shall promptly notify the Authority where it is unable to include in the Contract the terms specified in Appendix I to this Condition, or where it believes that the inclusion of those terms will prevent the achievement of a fair and reasonable price for the Material Single Source Sub-contract (Non-Qualifying).

Appendix I to DEFCON 812
Provisions To Be Included In Material Single Source Sub-contracts

1. In this Condition the following words and expressions shall have the following meaning given to them, except where the context requires a different meaning:
 - a. “group undertaking” has the meaning given by Section 1161 of the Companies Act 2006.
 - b. “Material Single Source Sub-contract (Non-Qualifying)” means a sub-contract entered into by the Sub-contractor where:
 - (1) the sub-contract is entered into at the same time as, or after, the date on which this Sub-contract was entered into;
 - (2) the sub-contract is entered into for the purposes of the Sub-contract;
 - (3) the award of the sub-contract is not the result of a “competitive process” as defined in Regulation 59, or Regulation 60, as appropriate, of the Single Source Contract Regulations 2014 (SSCR) for Qualifying Sub-contracts (QSCs);
 - (4) the value of the sub-contract is of or above £1,000,000; and
 - (5) at least 50% of the sub-contract (by value) is required either to enable performance of this Sub-contract, or to enable the combined performance of this Sub-contract and any other contract, or prospective contract, to which the Sub-contractor or any group undertaking of the Sub-contractor is a party, or might become a party.
 - c. “Relevant records” means accounting and other records:
 - (1) which the Sub-contractor may reasonably be expected to keep; and
 - (2) which are sufficiently up-to-date and accurate for use by the Authority for any of the purposes listed in clause 3 below.
 - d. “Representatives” means employees, agents, officers, advisers and other representatives of the Authority.
 - e. “Sub-contract completion date” means:
 - (1) the date described in the Sub-contract as being the Sub-contract completion date; or
 - (2) if no such date is described in the Sub-contract, the date on which the Sub-contractor completes all obligations which entitle it to final payment under the Sub-contract; or
 - (3) if the Sub-contract is terminated before either of the dates described in (1) or (2) above, the date the Sub-contract is terminated.
2. The Sub-contractor shall maintain relevant records from the date on which the Sub-Contract was entered into for the period ending:
 - a. on the sixth anniversary of the financial year of the Contractor in which the obligation to keep those relevant records first arose; or
 - b. two (2) years after the Sub-contract completion date, whichever is the sooner.
3. The Authority, or its Representatives, may examine relevant records maintained by the Sub-contractor where reasonably required for one or more of the following purposes:

- a. auditing reports provided by the Sub-contractor in accordance with terms included in the Sub-contract in line with DEFCON 813 or equivalent reports, where the Sub-contractor is obliged to provide such reports;
 - b. verifying whether a cost of the Sub-contractor is an allowable cost;
 - c. verifying the reason for any difference between an estimated and actual allowable cost;
 - d. verifying any other matter relating to the price payable under the Sub-contract; and
 - e. monitoring the Sub-contractor's performance of its obligations under the Sub-contract.
4. The Authority must give the Sub-contractor at least 20 working days written notice of its intention to examine the relevant records and the purposes for which the examination is required.
5. The Authority may only examine the relevant records on a working day between the hours of 09:00 and 17:00.
6. Where required by the Authority, the Sub-contractor shall make copies available (in hard or electronic form) for the purposes of enabling those records to be examined.
7. Where required by the Authority, the Sub-contractor shall provide further information or explanation relating to the relevant records, whether after the examination of the relevant records or otherwise.
8. The Authority agrees that, where exercise of the rights granted at clauses 3 and 7 of this Condition would cause significant time and effort to be incurred by the Sub-contractor and / or other significant disruption to the Sub-contractor, the Authority's exercise of that right shall be proportionate. When determining what is proportionate for that purpose, the Authority shall consider the benefit which may be achieved through the exercise of the rights and the disruption caused to the Sub-contractor. This shall include but not be limited to the impact on the Sub-contractor's provision of the subject-matter of the Sub-contract.
9. Except where the Authority notifies the Sub-contractor in writing that it is not required, the Sub-contractor shall use reasonable endeavours to include in any Material Single Source Sub-contract (Non-Qualifying) equivalent terms to those specified in this Condition (inserting relevant party names where appropriate).
10. Where equivalent terms to those specified in this Condition are included in a Material Single Source Sub-contract (Non-Qualifying), the Sub-contractor shall take all reasonable steps to secure the performance by the sub-contractor of the obligations contained in those terms.
11. Before entering into a Material Single Source Sub-contract (Non-Qualifying) the Sub-contractor shall promptly notify the Authority where it is unable to include equivalent terms to those specified in this Condition, or where it believes that the inclusion of those terms will prevent the achievement of a fair and reasonable price for the Material Single Source Sub-contract (Non-Qualifying).
12. The Contractor and Sub-contractor agree that terms have been included in this Condition which are for the benefit of the Authority. Notwithstanding any contrary provisions in this Sub-contract, the Contractor and Sub-contractor agree that the Authority shall be able to enforce those terms which confer a benefit on the Authority in accordance with the terms of the Sub-contract.

DEFCON815 (Edn.04/15) - Contract Pricing Statement – Single Source Non-Qualifying Contracts

1. This Contract was not the result of a competitive process. In such circumstances, to ensure that a fair and reasonable price can be agreed, the parties are required to observe the principle of 'equality of information' in the negotiations leading to the agreement of the Contract Price. Equality of information in this context means a mutuality of frankness and confidence between the parties and requires that information likely to have a material impact on pricing negotiations and price agreement should be volunteered to the other party and should not be withheld.

2. The Contractor has provided a Contract Pricing Statement at Schedule 10 in the form of DEFFORM 815 or equivalent which sets out the basis on which the Contract Price has been agreed, showing the facts, assumptions and calculations which have been used to generate the Contract Price. The Contract Pricing Statement identifies and groups together any of those facts, assumptions and calculations which were provided by the Authority (the "Authority information").

3. The Contractor warrants to the Authority that:

a. it has made the Authority aware of all facts, assumptions and calculations which the Contractor has used to calculate, and which have a material effect on, the Contract Price, including those relevant to any risk or contingency sum included within the Contract Price;

b. on the basis of the information available to the Contractor at the date of this Contract, the assumptions and calculations referred to in sub-clause a. above (but not including any Authority information) are reasonable in all the circumstances and are suitable to be used to arrive at a fair and reasonable Contract Price; and

c. the facts, assumptions and calculations referred to in sub-clause a. above have been accurately recorded in the Contract Pricing Statement at Schedule 10 which relates to this Contract.

4. The Authority warrants to the Contractor that, on the basis of the information available to the Authority at the date of this Contract, and subject to the Contractor complying with clauses 2, 3.a and 3.c in respect of the Authority information, the Authority information is reasonable in all the circumstances and is suitable to be used to arrive at a fair and reasonable Contract Price.

5. Where the Contract is amended in a way which alters the Contract Price, the Contractor shall provide a Contract Pricing Statement by the date of the amendment if it is requested to do so in writing by the Authority. 6. Where the costs attributable to the amendment ("the amendment costs") are severable from the Contract Price before the amendment and the Contractor is required to provide a Contract Pricing Statement:

a. the Contract Pricing Statement shall update the previous Contract Pricing Statement by including in an annex all facts, assumptions and calculations which the Contractor has used to calculate, and which have a material effect on, the amendment costs, including those relevant to any risk or contingency sum included within the amendment costs;

b. the Contractor warrants to the Authority that, on the basis of the information available to the Contractor at the date of the amendment, the assumptions and calculations referred to in sub-clause 6.a. above (but not including any Authority information) are reasonable in all the circumstances and are suitable to be used to arrive at a fair and reasonable Contract Price;

c. the Authority warrants to the Contractor that, on the basis of the information available to the Authority at the date of the amendment, any Authority information provided to the Contractor with the intention that it should be used in the calculation of the amendment costs is reasonable in all the circumstances and is suitable to be used to arrive at a fair and reasonable Contract Price.

7. Where the costs attributable to the amendment are not severable from the Contract Price before the amendment and the Contractor is required to provide a Contract Pricing Statement:

a. the Contract Pricing Statement shall relate to the new Contract Price and which includes all facts, assumptions and calculations which the Contractor has used to calculate, and which have a material effect on, the Contract Price, including those relevant to any risk or contingency sum included within the Contract Price;

b. the Contractor warrants to the Authority that, on the basis of the information available to the Contractor at the date of the amendment, the assumptions and calculations referred to in sub-clause 7.a. above (but not including any Authority information) are reasonable in all the circumstances and are suitable to be used to arrive at a fair and reasonable Contract Price;

c. the Authority warrants to the Contractor that, on the basis of the information available to the Authority at the date of the amendment, any Authority information provided to the

Contractor with the intention that it should be used in the calculation of the Contract Price is reasonable in all the circumstances and is suitable to be used to arrive at a fair and reasonable Contract Price.

8. Except in the case of fraudulent misrepresentation, damages shall be the only remedy in relation to any act or omission which would amount to a breach of this Condition and neither party shall be entitled to rescission of the Contract by reason of misrepresentation.

9. A claim for breach of this Condition must be commenced within two years after final payment of all sums due under the Contract or three years after the final delivery or completion of performance under the Contract, whichever period expires sooner.

K The special conditions that apply to this contract are:

K1. Not used

K2. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Section L2 "Acceptance Procedure". If no acceptance procedure is so specified acceptance shall occur when either:

(1) the Authority does 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 the clause K3b. of the SC3 condition "Rejection" has elapsed.

K3. Rejection

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

b. Rejection of any of the Contractor Deliverables under clause a. shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within 20 (twenty) Business Days.

K4. Key Performance Indicators and Performance Management

The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicator (KPI) within Section L of this Contract.

K5. Contractor's Responsibilities

Notwithstanding any official approval of, or expression of satisfaction with, any Drawings, Specification, Schedules or any other relevant technical administration or other documents or data by the Authority, the Contractor shall be wholly responsible for the efficient and proper functioning as required by the Contract of all articles supplied under it and for ensuring that any design is wholly complete, accurate and meets the specifications and requirements of the contract, such that the services supplied shall meet the Technical Specifications of the Contract and other requirements of the contract.

K6. Authority's Responsibilities

Compliance by the Authority, its agents and subcontractors with all reasonable instructions and guidance provided by the Contractor on the use of TIMS.

(1) The Authority shall be responsible for the provision and replacement of all consumables as defined at Schedule 5, Section 1, paragraph 4. The contractor shall raise a Task Approval Form where replacement consumables are required as stated at Section L5 Additional Work.

- a. The Authority shall ensure all data is input accurately and in a timely manner in accordance with the relevant Air Publications.
- b. The Authority shall retain ownership of the data and shall carry out such actions as is necessary to ensure its accuracy. This will include the issuing of orders, instructions and policy statements relating to the use of TIMS.
- c. The provision of serviceable GFA, as defined at Schedule 7 of the contract, required for the running of TIMS.
- d. The requisite Software Licences will be novated by the Authority where possible.

K7. Design Documentation

- a. Should any work under the Contract result in design changes, the Contractor shall supply the Authority with updated issues of all effected design documentation and TIMS source codes held by the Authority. The Contractor shall provide this information at the mid-point of the Contract and on completion of the Contract. The dates for delivery and the consignment instructions for the articles shall be agreed between the Contractor and the Authority.
- b. For the purposes of this Contract, Design Documentation shall be defined as:
 - (1) TIMS hardware and software configuration database and documents.
 - (2) TIMS 'C' coding with comments.
 - (3) Database definition code and notes from Oracle.
 - (4) TAF records.

K8. 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 shown therein and in the explanatory notes, the appropriate coloured copy of MOD Form 640, or a Delivery note;
 - (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 for Associated Goods) by the Delivery Date between the hours agreed by the Parties;
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third Party acting

on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, the appropriate coloured copy of MOD Form 640, or a Delivery note;
 - (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 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 c.

K9. Not Used

K10. Import Licence

If, in the performance of the Contract, the Contractor needs to import materiel into the UK for which an import licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with all reasonable assistance in obtaining any necessary import licence with regard to any defence or security issue that may arise.

K11. Export Licence

a. The Contractor shall notify the Authority promptly if the Contractor becomes aware that all or part of any Contractor Deliverable (including Information and software) to be delivered under the Contract is or will be subject to:

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

that imposes or will impose end use, end user, re-transfer, 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 D1.

b. If requested by the Authority, the Contractor shall give the Authority a summary of every existing or expected licence and restriction referred to in clause a. and any related obligation or restriction to the extent that they place an obligation or restriction on the Authority with which the Authority must comply, including, to the extent applicable to such obligations or restrictions:

- (1) the exporting nation, including the export licence number (where known);
- (2) the Contractor Deliverables (including Information and software) affected;
- (3) the nature of the restriction and obligation;

- (4) the authorised end use and end users;
- (5) any specific restrictions on access by third parties, or by individuals based upon their nationality, to the Contractor Deliverables or to anything Delivered or used in the performance or fulfilment of the Contractor Deliverables; and
- (6) any specific restrictions on the end user or on re-transfer or re-export to third parties of the Contractor Deliverables or of anything Delivered or used in the performance or fulfilment of the Contractor Deliverables.

The Contractor shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the Authority must comply.

c. When an export licence is required from a foreign government for the performance of the Contract, the Contractor shall promptly consult with the Authority on the licence requirements and, where the Contractor is the applicant for the licence:

- (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable to be Delivered under the Contract, the Contractor, unless otherwise agreed with the Authority, identifies in the licence application:

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

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

d. If the Information required under clauses a. and b. has been provided previously to the Authority by the Contractor, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clauses a. and b.

e. If the Contractor becomes aware of any changes in the Information notified previously under clauses a., b. or d. 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, the Contractor shall notify the Authority promptly of the change.

f. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel for which an export licence 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. The Authority shall provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regard to any defence or security issue that may arise.

g. Where the Contract performance requires the export of items for which a foreign export licence is required, the Contractor shall include the dependencies for the export licence 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 an Export Licence Plan for agreement with the Authority.

h. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request:

- (1) the Contractor shall, or procure that the Contractor's Subcontractor will, 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 in accordance with the procedures of the licensing authority;
- (2) the Authority shall provide sufficient Information, certification and other documentation necessary to support the application for the requested variation; and
- (3) the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

i. Where the Authority provides materiel (Information and items, including software) to enable the Contractor to perform the Contract, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in the provisions of clause a.:

(1) the Authority may, or at the request of the Contractor, undertake to give the Contractor a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Contractor's ability to perform the Contract, including, to the extent applicable, to the Contractor's performance of the Contract:

- (a) the exporting nation, including the export licence number (where known);
- (b) the items or Information affected;
- (c) the nature of the restriction and obligation;
- (d) the authorised end use and end users;
- (e) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
- (f) any specific restrictions on re-transfer or re-export to third parties of the items or Information affected.

(2) this will not include Intellectual Property specific restrictions of the type mentioned in condition D1 (Third Party Intellectual Property – Rights and Restrictions) in relation to the Authority instead of the Contractor;

(3) the Contractor and its Subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the Authority;

(4) the Contractor shall notify the Authority immediately if it is unable for whatever reason to abide by any restriction advised by the Authority to the Contractor under clause j.

j. Where restrictions are advised by the Authority to the Contractor under clause i, the Authority and the Contractor shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Contract, the restrictions shall be regarded as a change to the Specification and handled under the terms of condition A3 (Variations to Specification) and the Contract Price or Delivery schedule or both shall be adjusted as appropriate. If the Contractor is unable to perform the Contract as a result of these restrictions then the Authority shall consult with the Contractor on alternative solutions requiring amendment of the Contract under condition A2 (Amendments to Contract) and A3 (Variations to Specification) and may terminate the Contract if no alternative solution satisfies the essential terms of the Contract. Termination under these circumstances will be under the terms of condition A22 (Termination for Convenience).

k. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority undertakes to provide the Contractor with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Contract.

K12. Copyright

a. This Condition shall apply to all copyright works generated under the Contract, or delivered to the Authority under the provisions of the Contract, except that it shall not apply to copyright works consisting of technical data and software where such rights are granted elsewhere in the Contract.

b. The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.

c. The Contractor agrees not to publish any copyright work generated under the Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.

d. The Authority shall have, in respect of any copyright work to which this Condition applies, a free licence:

(1) to copy the work and to circulate and use the work or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to clauses b., c. or d. of this condition, be made available to any third party;

(2) to issue the work or any part of the work or any copy of the work or any part thereof to

any contractor or agent for the purpose of use only in connection with a contract for the United Kingdom Government for the study, management, evaluation, and/or assessment of the work, provided that any such contractor or agent shall be placed under an obligation which restricts disclosure and use of such work to the said purpose;

(3) to issue the work or any part of the work or any copy of the work or any part thereof to the government of a nation who is a member of the EU or NATO or bodies forming part of said groupings, to the Governments of Australia, New Zealand and Japan or such other government(s) of nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a third party;

(4) to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to the United Kingdom Government for the purpose of use only under a contract, or tendering for a proposed contract, for a United Kingdom Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes.

Provided that, subject to any pre-existing rights of the Authority, clauses c. and d. shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. Clauses c. and d. shall apply to all works or part thereof unless otherwise marked by the Contractor in accordance with clause f. below.

e. As soon as it becomes aware that any copyright work or part thereof Delivered or proposed to be Delivered is a work subject to special conditions or any third party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon Delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.

f. The Contractor may mark or include in any copyright work to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.

g. This Condition shall constitute an "agreement to the contrary" for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.

h. In this Condition "copyright work" shall be understood to include any works, data or other materials in which a database right subsists.

K.13 Force Majeure

a. The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

- (1) Acts of nature;
- (2) war;
- (3) hostilities;
- (4) fire at any of the Contractor's premises or those of its suppliers.

b. The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.

c. Subject to Clause 4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

d. The maximum extension of time granted under this clause shall be limited to six (6) months after which time the Authority shall be entitled to treat such delay as a persistent failure under clause F1.a (5) and terminate the contract in accordance with F1.a (7)

K.14 . Limitation of Contractor's Liability

- a. The Contractor's liability under, or in relation to, the contract shall be limited in respect of the risks as set out in Schedule 3.
- b. The Authority has agreed the limitations(s) to the Contractor's liability, as set out at Schedule 3, based on the risk assessment and proposed risk mitigation activities provided by the Contractor and set out at Schedule 9 of the contract.
- c. Nothing in this condition shall exclude or limit the Contractor's liability in respect of the following:
 - a. Any liability arising under or by reason of the Contractor's indemnities granted to the Authority set out in DEFCONs 91 and 638 (SC3) or condition D1, as applicable;
 - b. Death or personal injury;
 - c. Fraud or fraudulent misrepresentation;
 - d. Wilful misconduct.

Section L Special Processes

The Special Processes that apply to this Contract are:

Section L1 Key Performance Indicators

Section L2 Acceptance Procedure

Section L3 Relevant Form Details for Payment Condition

Section L4 Payment Plan

Section L5 Additional Work

Section L1: Key Performance Indicators

Key Performance Indicator Service Availability of the TIMS System

- a. The Quarterly Progress Reports state **Service Availability of the TIMS System** for the proceeding calendar Quarter.
- b. This shall be used as a Key Performance Indicator to assess contract performance.
- c. The Contractor is required to answer to all TIMS related queries and issues within **3 working days** of receipt of the query.
- d. Contractor performance shall be evaluated using the following calculation in Table 1 and Table 2 below
- e. The amount of retention shall depend upon the actual level of schedule adherence achieved as set out in Table 3 below:
- f. A **Terminal Day** is defined as the status of a TIMS Terminal within 1 **Working Day** as defined in Schedule 5 Section 1. A TIMS Terminal will be either **available or unavailable**.

Table 1: Service Availability of the TIMS System Calculation

Total Available Terminal Days per Quarter	x100	=	Percentage Availability of TIMS System in a Calendar Quarter
			Total Terminal Days Per Quarter

Table 2: Terminal Availability Values Calculation

Total Available Terminal Days per Quarter	=	Total Terminal Days per Quarter- Total Unavailable Terminal Days per Quarter
Total Unavailable Terminal Days per Quarter	=	No of Terminals Unavailable x Unavailable Working Days Per Quarter
Total Terminal Days per Quarter	=	Total Working Days per Quarter x No of TIMS Terminals

Table 3: KPI Retention Amounts

Service Availability (%)	Amount
80.01-100%	0% of total quarterly contract profit
70.01%- 80.00%	50% of total quarterly contract profit
Less than 70.01% Availability	100% of total quarterly contract profit

Section L2: Acceptance Procedure

1. TIMS is an existing system currently supporting the Tucano TMK1 and Hawk TMK1/ 1A aircraft. For these existing elements of the system, initial acceptance is implicit and the ongoing monitoring will be a function of progress meetings on a biannual basis and ad hoc meetings called by the Authority as required.
2. The submission of Quarterly Reports in accordance with Schedule 3 and Clause H1.b shall be the means of Performance Management in accordance with Section L1 Key Performance Indicators and Clause F1 Authority's Remedies for Breach of Contract. Submission of the Quarterly Reports will constitute delivery for the purposes of payment of Line 1 and 3 for the Schedule of Requirements at Schedule 2.

Section L3: Relevant Form Details for Payment Condition

RELEVANT FORM DETAILS FOR PAYMENT CONDITION

Contract Number: UKMFTS/2016/02

Line Item plus further description if necessary	Relevant Form	Representative of the Authority
Items 1 - 3	DEFFORM 129J AND P2P	As detailed in Box 2 of the Appendix to Contract

Section L5: Additional Work

- a. In addition to the core activities to be undertaken by the Contractor under Item 1 of the Schedule of Requirements at Schedule 2, the Contractor may be authorised by the Authority to undertake additional work under Item 2 of the Schedule of Requirements.
- b. The Contractor shall undertake all activities under the Contract as core activities under Item 1 of the Schedule of Requirements except where specifically stated otherwise in Schedule 2 (*Schedule of Requirements*), Schedule 3 (*Contract Data Sheet*) and Schedule 5 (*Specification*).
- c. All prices and payment in respect of additional work shall be agreed in accordance with the appropriate provisions of the Schedule 3 (*Contract Data Sheet*) and Schedule 10 (*Contract Pricing Statement*).
- d. All additional work under this Condition shall be authorised in accordance with the Task Approval provisions set out below:
- e. The Contractor shall seek, and where appropriate the Authority shall give, approval to undertake additional work using the Task Approval Form (TAF) set out at Section L5 (*Task Approval Form*). Each TAF shall be identified by a discrete serial number in a sequential series together with the Contract Number. The first such serial number shall be UKMFTS/2016/02/TAF/0001. These numbers shall be quoted in all associated correspondence and documentation including claims for payment.
- f. Upon receipt of a completed Part 1 of the TAF, the Contractor shall prepare, complete and submit to the Authority's Commercial Officer detailed in the Appendix to Contract a Part 2 of the TAF, using the rates set out in Schedule 10 (*Contract Pricing Statement*) Rates for Additional Work. Subject to the agreement of a fair and reasonable price in accordance with NAPNOC principles, the Authority will endeavour to authorise the additional work within a reasonable time after receipt of a fully completed Part 2 of the TAF. Such authorisation shall be given by the Authority using Part 3 of the TAF. Upon completion of the task, including payment therefor, the Contractor shall complete and submit to the Authority a completed Part 4 of the TAF. All work undertaken by the Contractor in preparing and submitting TAFs shall be included within the prices agreed for Item 1 of the Schedule of Requirements.
- g. Unless exceptionally and expressly agreed in writing by the Authority, the Contractor shall not undertake any additional work under this Section L5 (*Additional Work*) until such time as the Authority has agreed a price and authorised the work by returning a signed Part 3 of the TAF. The Authority will not normally authorise additional work until such time as the Parties have agreed, as a minimum, (1) a specification in respect of the task concerned, (2) a date for completion of the task, and (3) a price for the task. The Authority may however at its sole discretion authorise the Contractor to proceed on the basis of a maximum price or an agreed estimate of the final price.
- h. The Contractor shall create and maintain a register of all tasks authorised by the Authority under this Section L5 (*Additional Work*), including as a minimum the following details in respect of each task:
- (1) Task ID
 - (2) Task Description
 - (3) Date of task authorisation
 - (4) Agreed task completion date
 - (5) Forecast task completion date (or actual task completion date if completed)
 - (6) Price
- i. Following the end of each Calendar Quarter, the Authority shall deliver to the Contractor a Task Status Report comprising an electronic, Microsoft® Office® compatible copy of the register showing all TAFs authorised under the Contract before the end of that quarter, whether already completed or not. Task Status Reports shall be delivered by the Authority as part of the quarterly progress report.

Annex 1 to Section L5 Additional Work TASK APPROVAL FORM (TAF)

ADDITIONAL WORK UNDER ITEM 2 OF THE SCHEDULE OF REQUIREMENTS

See Contract Section L5 (*Additional Work*)

TAF SERIAL NUMBER:

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PRIORITY:

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PART 1 – TASK DETAIL AND REQUEST FOR QUOTATION

Task Description:

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The Contractor is hereby requested to provide a formal firm/estimated/maximum* price quotation for the task described above.

Date by which the proposal shall be submitted:

Task Initiated by:

Signature	Name	Appointment	Date

Received by Contractor Representative:

Signature	Name	Appointment	Date

* Delete as appropriate

TAF SERIAL NUMBER:

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PRIORITY:

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PART 2 – TASK COSTING

The Contractor hereby acknowledges receipt of the request for quotation detailed at Part 1 above. The firm/estimated/maximum* price offer for completion of the Task is:

ENGINEERING - A full cost breakdown is attached at Appendix 1:

PROCUREMENT - A full cost breakdown and/or any relevant supporting documentation is attached at Appendix 2:

OTHER – A full cost breakdown is attached at Appendix 3:

TOTAL:

TOTAL COST OF TASK (EXCLUDING VAT)

Remarks:

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Signature	Name	Appointment	Date
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* Delete as appropriate

TAF SERIAL NUMBER:

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PRIORITY:

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PART 3 – AUTHORISATION TO PROCEED

The Contractor is hereby authorised to proceed with Task described below subject to the Contract terms and conditions as well as any additional terms and conditions set out herein.

Item	Description	Price
	Additional terms and conditions	

Signature	Name	Project Manager	Date
Signature	Name	Commercial Manager	Date

Schedule 1 - Definitions of Contract

Core Definitions

AG173	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
AG210	means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;
Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
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 clause H2.b;
Business Day	means any day excluding: <ul style="list-style-type: none">a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andc. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; or Executive Agency.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
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 supplied;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
Contract Implementation Date	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;

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 provide the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 6 - Contractor's Commercially Sensitive Information Form, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to 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> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <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>
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;
DAB Form 10	means the MOD invoice summary form;
DBS Finance	means Defence Business Services Finance, at the address stated at Annex A to Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;
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 SC3 Condition "Delivery / Collection" 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;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;
Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
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, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management";
Legislation	means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
MOD Form 640	means the MOD form in 5 separate parts which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);
Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
P2P	means the MOD electronic ordering, receipting and payment system;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
Subcontractor	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);

Supported Businesses

means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

Appendix A to Schedule 1 – Core+ Definitions of Contract

Additional Work	means Work that is outside of the Contractor's responsibility under the TIMS contract. The Contractor's scope of work is outlined in Section K5, Schedule 3 and Schedule 5, Section 2. Before any additional work is undertaken, the Contractor is required to populate a Task Approval Form for it to be submitted and agreed by the Authority. The process is outlined in Section L5: Additional Work.
Aircraft Support and Maintenance Contractors	means any Organisation or Company providing goods and services to the Authority under a contract to include aircraft maintenance and support.
Articles	means the Contractor Deliverables (goods and / or the services), including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies to Core Plus Schedule "Hazardous Articles, Materials or Substances supplied under the Contract" and any DEFCONs if either are included in this Contract);
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
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
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
DES IMOC SCP Packaging	means Defence Equipment and Support, Inventory Management Operating Centre, Service Complaints Panel
DES UKMFTS AJTCM	Defence Equipment and Support, UK Military Flight Training System, Advanced Jet Training Commercial Manager
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);
Employee	shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. (This definition only applies to the narrative condition "Security Measures");
Evidence	means either:

- a. an invoice or delivery note from the timber supplier or subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
- b. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;

F725 data	means F725 is a standard form, which is filled out by each pilot after a flight. The contents of the form is then transferred onto TIMS
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;
Front Line Commands	means MoD; Air Command, Navy Command, Army Command and Joint Forces Command
GFA	means Government Furnished Assets. These assets are the property of the Government and shall be made available to the Contractor for use during the contract on temporary loan only.
GFE	means Government Furnished Equipment. This equipment is the property of the Government and shall be made available to the Contractor for use during the contract on temporary loan only.
Hawk TMK1	means Hawk T Mark 1 Aircraft. The Hawk TMK1 is used solely in the advanced flying training role. The Hawk TMK1 is currently used at RAF Valley for fast-jet pilot advanced flying training and at RAF Scampton by the RAF Aerobatic Team, the Red Arrows. The Hawk is an all-metal, low-wing, tandem seat aircraft of conventional design. It is powered by a Rolls- Royce Turbomeca Adour 151 turbofan engine, which is an un-reheated version of the engine powering the Jaguar GR3 aircraft.
Hawk TMK1A	<p>means Hawk T Mark 1A Aircraft. The Hawk T1A is equipped to an operational standard and is capable of undertaking a number of war roles. The Hawk TMK1A is used for weapons and tactical training at RAF Valley and at RAF Leeming for advanced fast-jet weapons systems officer training and operational support- flying. In its weapons and tactical training role the Hawk is used to teach air combat, air-to-air firing, air-to-ground firing and low-flying techniques and operational procedures.</p> <p>The Hawk is an all-metal, low-wing, tandem seat aircraft of conventional design. It is powered by a Rolls- Royce Turbomeca Adour 151 turbofan engine, which is an un-reheated version of the engine powering the Jaguar GR3 aircraft.</p>
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 “BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies certifying products, processes and services”, 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”;
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;
Military Level Packaging	Packaging that by the nature of the packaged items nature, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;
Military Packaging Accreditation Scheme (MPAS)	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from DESJSCSCM-EngTLS-Pkg@mod.uk ;
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;
MPD	means Master Packaging Database. Service Packaging Instruction Sheet designs are to be maintained on a central Master Packaging Database;
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;
OPC belt	means Organic Photo Conductor belt on office laser printers. This moves the print impression sent from your computer to the printer's transfer drum
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. The PDA should be MPAS registered or accepted as having an equivalent certification;
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;
RAF	Royal Air Force (United Kingdom)
RAFTN	Royal Air Force Telephone Network
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 but excluding sawmill co-products which fall within the category of Virgin Timber; 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;
RN	means Royal Navy
SA	means Systems Administrator
SFS	means Standard Family Specification, relates to the packaging specification of an item
SPIN	means Services Packaging Instruction Index. This is a Master database that contains all the Service Packaging Instruction designs.
SPIS	means Services Packaging Instruction Sheet. Packages shall be prepared on a Services Packaging Instruction Sheet, in accordance with DEF STAN 81-41 (Part 4)
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;
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced from Information at www.dstan.mod.uk/faqs.html ;
Subsistence	means the normal level of food and drink consumed by an individual. Subsistence in the TIMS contract shall relate to food and drinks (non-alcoholic) purchased while travelling away from the standard working environment for the maintenance of the contract.
TAF	means Task Approval Form. This is the form to populate when undertaking additional work outside the scope of the core contract requirements.
TA Tucano EA	means Training Aircraft, Tucano Engineering Authority
TA Tucano Dep EA	means Training Aircraft, Tucano Deputy Engineering Authority.
TA TGSA SNCOSpt	means Training Aircraft, Tucano and Glider Support Authority, Senior Non-Commissioned Officer Support
TA PM	means Training Aircraft Project Manager
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;
TIMS	means Training Aircraft Information Management System. TIMS is special to type ground support equipment for the Tucano TMK1 and Hawk TMK1/1A aircraft. The system is based on the UNIX operating system, running an Oracle database configured onto the TIMS application. The ground stations are designed to receive, collate and display aircraft data captured during flight to provide real time aircraft liding data to the flying units and support organisations. In addition, TIMS has a modifications database that is replicated to all units, providing real time aircraft modification data.
Tucano TMK1	The Tucano T Mark 1 is a modified version of the Brazilian Embraer EMB-312 Tucano aircraft and is built under license by

Bombardier Shorts of Belfast. The Tucano is operated primarily from RAF Linton-on-Ouse, to provide basic fast jet flying training to Royal Air Force and Royal Navy student pilots. It is used to develop students in a full range of skills, including general aircraft handling, formation flying and low-level navigation

The aircraft is powered by an 1150shp Garrett Turboprop engine, has a maximum speed of 300kts (345mph) and can maintain 270kts (310mph) at low level. It can operate at up to 30,000 feet and has an initial climb rate of 4000 feet per minute.

UKMFTS

means United Kingdom Military Flight Training System

UKMFTS-TA-PT

means United Kingdom Military Flight Training System Training Aircraft Project Team

UNIX Operating system

a multi-tasking, multiuser computer operating system that derives from the original AT&T Unix, developed in the 1970s. TIMS uses a UNIX operating system developed by Sun Microsystems called Solaris.

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

WAN

means Wide Area Network. This shows the location of all the TIMS terminals that will have to be maintained and is outlined in Schedule 5, Section 5 and 6.

Schedule 2 - Schedule of Requirements for Services for Contract No: UKMFTS/2016/02 For: The Provision of Support for the Training Aircraft Information Management System (TIMS)

Item	Description	Period	Price Amount	Amount due per Calendar Quarter
1a	The Provision of an Information Management System for Tucano TMK1 and Hawk TMK1/ 1A Aircraft otherwise known as the Training Aircraft Information Management System (TIMS) for the period 1 April 2016 to 31 st March 2018.	1st April 2016 – 31st December 2016		
		1st January 2017 – 31st December 2017		
		1st January 2018 – 31st March 2018		
1b	Development of a Knowledge Capture system to analyze, develop and store content required to support the delivery of the TIMS service.	1st April 2016 – 30 th September 2016		

2	The Provision of additional tasking outside the scope of Schedule 2	To be agreed in accordance with Section L5 Additional Work and Schedule 10 Contract Pricing Statement		
3	Provision of Travel and Subsistence in support of Off Site TIMS visits within the UK for the period 1 April 2016 to 31 st March 2018.	1st April 2016 – 31st December 2016		
		1st January 2017 – 31st December 2017		
		1st January 2018 – 31st December 2018		

Schedule 3 - Contract Data Sheet for Contract No: UKMFTS/2016/02

<p>Condition A9 Governing Law</p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.d shall apply</p> <p>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 A9.g (if applicable) are as follows:</p> <p>N/A</p>
<p>Condition A22 Termination for Convenience</p>	<p>The Notice period for terminating the Contract shall be 30 Business Days.</p>
<p>Condition A24 Contract Period</p>	<p>The Contract expiry date shall be: 31st March 2018</p>
<p>Clause B1.b.(1) Contractor's Obligations – Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>1) The following quality assurance standards shall apply:</p> <ul style="list-style-type: none"> a) AQAP 2110 Edition 3 – NATO Quality Assurance Requirements for Design and Production b) AQAP 2210 Edition 1 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 c) AQAP 2105 Edition 2 – NATO Requirements for Deliverable Quality Plans d) AQAP 160 – NATO Integrated Quality Requirements for Software through the life cycle e) DEFSTAN 00-55, Requirements for Safety of Programmable Elements (PE) in Defence Systems f) DEFSTAN 00-56, Safety Management Requirements for Defence Systems g) DEFSTAN 05-57, Configuration Management of Defence

	<p>Material</p> <p>h) DEFSTAN 05-61, Pt 1, Issue 5 – Quality Assurance Procedural Requirements - Concessions</p> <p>i) DEFSTAN 05-99, Issue 4 + Amdt 2 – Managing Government Furnished Assets in Industry</p> <p>j) DEFSTAN 05-135, Avoidance of Counterfeit material</p> <p>2) The Contractor shall hold and maintain, for the duration of the Contract, appropriate ISO 9001:2008 3rd party Certification of its ISO 9001:2008 Compliant Quality Management System (QMS) issued by a UKAS recognised 3rd party certification body, or an MOD approved equivalent.</p> <p>3) The Contractor shall describe the specific measures he intends to apply in order to satisfy the Contract Quality requirements, a deliverable Quality Plan (QP), in accordance with AQAP 2105 Edition 2 is required. The Contractor shall submit within six weeks from the date of the Contract, a definitive QP to the Authority for acceptance.</p> <p>4) The Contractor shall describe the specific measures he intends to apply in order to satisfy all Software requirements, A Software Quality Plan (SQP), in accordance with AQAP 2105 Edition 2 is required. The Contractor shall submit within six weeks from the date of the Contract, a definitive SQP to the Authority for acceptance. The SQP may be provided as unique document or as a clearly identifiable, part of another document prepared under the Contract.</p> <p>5) The Authority shall reserve the right of tasking the Defence Quality Assurance Group – Field Force (DQA-FF) Government Quality Assurance Representative to conduct risk based Contract Quality Assurance Surveillance on their behalf.</p>
	<p>All Schedule 2 line items shall be Firm Price other than those stated below:</p> <p>Line Item 2: The Provision of additional tasking outside the scope of Schedule 2</p>
Clause G1.a Payment	<p>DEFFORM 30 Agreement refers (if applicable)</p> <p>Reference: MOD/HP Enterprise Services Defence & Security UK Ltd/ DEF 30 Corp Edn 02/14</p> <p>Date: 20th August 2014</p>
Clause G1.c.(2) and G1.c.(3) Payment (for Schedule 2 items)	<p>Payment is to be enabled by: P2P</p> <p>Line Items: 1 -3</p>
Clause H1.a Progress Monitoring	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: <u>Progress Meetings</u></p>

	<p>Requirement: Progress meetings shall be conducted via video teleconference, teleconference or physical visit dependent on the Authority's requirement.</p> <p>The progress meetings shall provide status updates on:</p> <ul style="list-style-type: none"> • TIMS Risk Register • TIMS Equipment List • TIMS KPIs • Technical Issues / Solutions for the proper functioning of the TIMS system • TAF status • Any additional issues that will affect the contract's progress <p>The Authority shall chair these meetings and the Contractor shall provide the minutes.</p> <p>The Contractor shall meet all costs associated with attendance at the meetings described above of his personnel and / or those of his subcontractors.</p> <p>The Contractor shall provide suitable and adequate representation and relevant information at meetings.</p> <p>Frequency: Biannual</p> <p>Location: Across all TIMS Sites as defined in Schedule 5, Section 5 and Section 6</p> <p>Type: <u>Routine Maintenance, Fault Rectification and Training Visit Meetings at TIMS sites within the UK</u></p> <p>Requirement: The Contractor shall provide routine maintenance, fault rectification and training visits to the TIMS sites.</p> <p>The Contractor shall record all liaison visits to TIMS sites both in a log at the offices of the UKMFTS-TA-PT and at each site visited. These logs are to be available for inspection by the Authority as required. The Authority shall act reasonably in accommodating the Contractor's requests to undertake such visits.</p> <p>Frequency: Ad hoc basis as required, but limited to no more than 2 (two) UK visits each month, of which 1 (one) visit shall be a day trip and 1 (one) visit shall involve an overnight stay.</p> <p>Location: Across all TIMS Sites as defined in Schedule 5, Section 5 and Section 6</p>
<p>Clause H1.b Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: <u>Progress Report</u></p> <p>Frequency: Quarterly</p> <p>Content:</p> <ol style="list-style-type: none"> 1) the TIMS availability. 2) a summary of TAF's raised and progress on them. 3) the record of visits to the TIMS sites.

	<p>4) a record of advice given, ad hoc queries created and reports generated.</p> <p>5) areas of technical difficulty.</p> <p>6) details of any such items as the Contractor or the Authority considers affects contract progress.</p> <p>7) Status against TIMS Key Performance Indicator</p> <p>8) A list of TIMS Hardware that is low in stock.</p> <p>Method of Delivery: Hard copy via post and email attachment</p> <p>Delivery Address: The contractor shall send a copy of each report to the Authority's Project Manager and Commercial Manager:</p> <p>Contractor Invoices are to be submitted along with Quarterly Performance Reports on 1st day of the month after the previous calendar quarter.</p> <p>First invoice and Quarterly Performance reports due on 1st July 2016.</p> <p>Project Manager:</p> <p>DES UKMFTS TA Tucano Dep EA Tucano Glider Support Authority Lancaster Block RAF Linton on Ouse York YO30 2AJ</p> <p>Email: DESUKMFTS-TA-TucanoDepEA@mod.uk</p> <p>Commercial Manager:</p> <p>DES UKMFTS AJT Commercial Manager UKMFTS PT B1300 #7001 MoD Abbey Wood BS34 8JH</p> <p>Email: DESUKMFTS-AJTCM1@mod.uk</p>
<p>Clause H2.b Authority's Representatives</p>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: DES UKMFTS-AJTCM1</p> <p>DESUKMFTS-AJTCM1@mod.uk</p> <p>Project Manager: DES UKMFTS TA Tucano Dep EA</p> <p>DESUKMFTS-TA-TucanoDepEA@mod.uk</p> <p>Payment:</p> <p>Ministry of Defence DBS Finance Walker House, Exchange Flags</p>

	<p>Liverpool L2 3YL</p> <p>Telephone: 0151 242 2000 Fax: 0151 242 2809</p> <p>Website: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p>
<p>Clause H3.a.(3) Notices</p>	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority:</p> <p>DES UKMFTS-AJTCM1 Commercial Officer DESUKMFTS-AJTCM1@mod.uk</p> <p>Project Officer: DES UKMFTS TA Tucano Dep EA DESUKMFTS-TA-TucanoDepEA@mod.uk</p> <p>Contractor:</p> <p>Project Manager</p> <p>Mr Ian Brown Ian.Brown@ukps.ssn.hp.com</p> <p>HP Enterprise Services Defence & Security UK Ltd Amen Corner Cain Road Bracknell Berkshire RG12 1HN</p> <p>Commercial</p> <p>Mr Dennis Batt Email: denis.batt@hpe.com/denis.batt@ukps.ssn.hp.com</p> <p>Tel: 01908 284326</p> <p>HP Enterprise Services Defence & Security UK Ltd Amen Corner Cain Road Bracknell Berkshire RG12 1HN</p>
<p>Clause H3.a.(5) Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

<p>Clause K3.b Rejection (Core+ Only)</p>	<p>Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.</p>
<p>Clause K8.a Delivery</p>	<p>The transport requirements shown below are applicable to: TIMS Spares Equipment</p>
<p>Clause K8.b Delivery by the Contractor (for Schedule 2, Appendix A items) (Core+ Only)</p>	<p>Special Delivery Instructions:</p> <ul style="list-style-type: none"> • Delivery for Item 1a, 1b and 3 will be in accordance Section L2 Acceptance Procedure • Delivery for Item 2 will be in accordance with Section L5 Additional Work <p>Each consignment of the Contractor Deliverables to be accompanied by:</p> <p>Delivery Note DEFFORM 129J</p>
<p>Clause K8.c Collection by the Authority (for Schedule 2, Appendix A items) (Core+ Only)</p>	<p>Special Collection Instructions: N/A</p> <p>Each consignment of the Contractor Deliverables to be accompanied by:</p> <p>Delivery Note</p> <p>Consignor Address:</p> <p>Dependent on the equipment it shall be;</p> <p>HP Project:</p> <p>Hewlett Packard Room 101 Building 60 RAF Henlow Bedfordshire SG16 6DN</p> <p>HP Commercial:</p> <p>HP Enterprise Services Defence and Security UK Limited Amen Corner Cain Road Bracknell Berkshire RG12 1HN</p> <p>Or, the address of HP's subcontractor. This shall be supplied when the item is purchased.</p> <p>Consignee Address Details:</p> <p>Shall be the relevant TIMS Site location, as outlined in Schedule 5, Section 4 and 5 that requires the equipment.</p>

<p>Clause K14 Limitation of Contractor's Liability</p>	<p>1. The Contractor's liability under or in relation to the contract shall be limited in respect of the following risks as set out below:</p> <ul style="list-style-type: none"> a. loss of, or damage to, Issued Property – 100% of the UKMFTS/2016/002 Contract Value b. loss of, or damage to, Articles - 100% of the UKMFTS/2016/002 Contract Value c. Third Party claims - 100% of the UKMFTS/2016/002 Contract Value d. Default - 100% of the UKMFTS/2016/002 Contract Value f. negligence - £100% of the UKMFTS/2016/002 Contract Value g. consequential / indirect costs - £100% of the UKMFTS/2016/002 Contract Value <p>e. For the purposes of this Contract, the Contractor's liability under Clause 3 of DEFCON 76 (SC3) (Edn.12/14) shall be limited to £3 million per incident.</p>
<p>Other Addresses and Other Information (Covers forms and publications addresses and official use information)</p>	<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

Annex A to Schedule 3

**DEFFORM 111
(Edn 08/15)**

Appendix - Addresses and Other Information

1. Commercial Officer

DES UKMFTS AJT Commercial Manager
UKMFTS PT
B1300 #7001
MoD Abbey Wood BS34 8JH

Email: DES UKMFTS-AJTCM1@mod.uk

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)
DES UKMFTS TA Tucano Dep EA
TUCANO GLIDER SUPPORT AUTHORITY
Lancaster Block
RAF Linton-On-Ouse
York YO30 2AJ

Email: DESUKMFTS-TA-TucanoDepEA@mod.uk

3. Packaging Design Authority

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

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

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

(where no address is shown the mauve copy should be destroyed)

1. Quality Assurance Representative:

DES UKMFTS-TA-QA
UKMFTS PT
B1300 #7001
MoD Abbey Wood
BS34 8JH

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

10. Transport. The appropriate Ministry of Defence Transport Offices are:

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

B. JSCS JSCS Helpdesk Tel 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837

www.freightcollection.com

11 The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000

DBS Finance

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

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcott

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

Applications via fax or email: DESLCSSL-opsformsandpubs@mod.uk

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can also be obtained from the MOD Internet Website;

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

Schedule 4 - Contract Change Process for Contract No:UKMFTS/2016/02

1. Authority Changes

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with condition 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4.b.(1).

5. Contractor Changes

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

Schedule 5 - Specification for Contract No: UKMFTS/2016/02

SECTION 1 - DEFINITIONS

Working day

1. 0830 – 1700. All days not including weekends and bank holidays. The number of working days per year is 251.

Weekend

2. 1700 Friday – 0830 Monday.

Main Operating Base

3. A TIMS site with multiple terminals and significant flying operations. Currently RAF Linton on Ouse and RAF Valley.

Consumables

4. A list of consumables for the TIMS, for the purposes of this contract, is detailed below:
 - 4.1 Printer consumables as defined in the manufacturers manual. This includes toner, developer, ink and OPC belts.
 - 4.2 Media, including paper, transparencies or card for the printers.
 - 4.3 Storage media for data.

Fault Exceptions

5. Fault exceptions are those faults that are beyond the control of the Contractor and are the sole responsibility of the Authority. These faults include:
 - 5.1 data input errors, however caused.
 - 5.2 GFE failures or omissions.
 - 5.3 faults caused by not complying fully with all relevant guides, manuals or Air Publications.

Minor Changes to Reports

6. A minor change is one which does not involve the creation of a new code supporting a report. In the context of this contract a small alteration to output would be acceptable e.g. font change, data display change from two to three decimal places or title change. The addition of new fields would constitute a new report. A minor change to a report is not to be used to generate new reports by incremental changes.

TIMS Version

7. The TIMS functionality is defined at contract let as:
 - a. TAIMS V 4.4
 - b. HAIMS V 1.9
 - c. TMODS V 3.3
 - d. HMODS V 3.3

SECTION 2 – MANAGEMENT OF THE TIMS SERVICE

GENERAL

All activities connected with TIMS shall be carried out in accordance with recognised policies, practices and procedures that satisfy RAF engineering airworthiness, quality and flight safety requirements.

MANAGEMENT OF THE TIMS SERVICE

1. Output:

- 1.1 The Contractor shall provide a complete TIMS support service for the duration of the Contract. This shall include the active planning, development and administration of the TIMS, together with user training, to ensure the outputs from the TIMS service are met.
- 1.2 The Contractor shall provide the service of advice on aircraft lifing data, the construction of ad hoc queries, and any such reports that are agreed between the Contractor and the Authority in pursuance of this Contract providing such service does not impair the Contractor fulfilling any other obligation under this Contract.
- 1.3 Unless otherwise agreed in advance with the Authority, the Contractor shall have one member of staff available at RAF Henlow, for each working day as defined in this Statement of Requirement.

2. Output:

- 2.1 The Contractor shall support TIMS at the sites detailed at Sections 5 and 6 of the Specification.
- 2.2 The Contractor shall make provision for minor changes to the number of aircraft, terminal locations or TIMS functionality. A minor change is one that does not increase the number of terminals, aircraft fleets or number of locations or require new forms or database structure changes. Any changes to the functionality will be limited to TIMS output.
- 2.3 The TIMS availability shall be recorded by the Contractor and is to be available for review by the Authority as required. All periods of TIMS unavailability are to be recorded, by the Authority, in logs held at each TIMS site. These logs are to be presented whenever the Authority requires supporting evidence of TIMS unavailability.

SECTION 3 - DESCRIPTION OF TIMS SERVICE

Introduction

1. TIMS is special to type ground support equipment for the Tucano and Hawk aircraft. The system is based on the UNIX operating system running an Oracle database configured into the TIMS application. The ground stations are designed to receive, collate and display aircraft data captured during flight to provide real time aircraft lifing data to the flying units and support organisations. In addition, it has a modifications database that is replicated to all units, providing real time aircraft modification data.

Users

2. The UKMFTS TA PT and their SA staff are the Primary Users of TIMS. In addition Secondary Users at the Front Line Commands, Aircraft Support and Maintenance Contractors and the aircraft Design Authorities (DA) have full use of the system.

Wide Area Network

3. A layout of the Wide Area Network (WAN) for the TIMS is at Sections 5 and 6 of this Statement of Work. The WAN consists of central servers at RAF Henlow, large servers and clients at RAF Linton-on-Ouse and RAF Valley and with other single site remote servers. The WAN is supported by modems, using the normal RAFTN, with all communications, other than fault finding, carried out overnight.

Data

4. Routinely, the UKMFTS TA PT has accurate data available, not more than one day old, to manage the aircraft fleets. However, at the flying units where the data is captured, it is available in real time for local fleet management. The data is then transferred over the WAN each night.

Current Functionality

5. TIMS has been designed with ease of use in mind. Whilst it is a very sophisticated system it has been developed incrementally to provide a service that both meets the demanding needs of its Primary Users but is also within the capabilities of all its Secondary Users. All users on the WAN have access to all the data, together with the relevant functionality. The functionality, defined by software version number at Section 1 DEFINITIONS consists of four main areas, described below:
 - 5.1 Lifing data. TIMS captures F725 data for the Tucano and Hawk aircraft. In addition, for the Tucano, this F725 data is matched with electronic data collected during the flight. The data is validated, analysed for exceptions and displayed using a suite of graphs and reports.
 - 5.2 Component Management. The TIMS enables tight management and real time life recording against components fitted to both the Tucano and Hawk aircraft. Reports are available to provide details of the life consumed on these components by Unit, Tail number or individual component.
 - 5.3 Aircraft Maintenance Management. TIMS can record and report on a wide range of aircraft maintenance activities, which greatly assist aircraft fleet planning.
 - 5.4 Aircraft Configuration. The modifications database records and tracks all modifications for the Hawk and Tucano aircraft. In addition, TIMS records and tracks Special Technical Instructions (STIs) and Service Modifications (SM) as well as tracking and highlighting the impact on the Military Aircraft Release (MAR). Data is entered at the flying units and then transferred to RAF Henlow, where the SA has control, overnight. This has provided an exceptionally accurate and consistently high standard of aircraft configuration control. A suite of reports enables the review of modifications by tail number and specific modification, STI and SM.

Management of TIMS

6. The UKMFTS TA PT exercises authority over all aspects of TIMS on behalf of the RAF. The Contractor, as the TIMS Design Authority, are tasked by the UKMFTS TA Tucano EA and UKMFTS TA Tucano Dep EA within the sanction of the Contract. The specific management responsibilities shall be as detailed below:
 - 6.1 First line help desk
 - 6.2 Backup help desk (for more serious issues)
 - 6.3 Management and development of system and outputs
 - 6.4 Management and direction of user activities including training
 - 6.5 Visits to user stations
 - 6.6 Hardware support
 - 6.7 Software support and development
 - 6.8 System administration

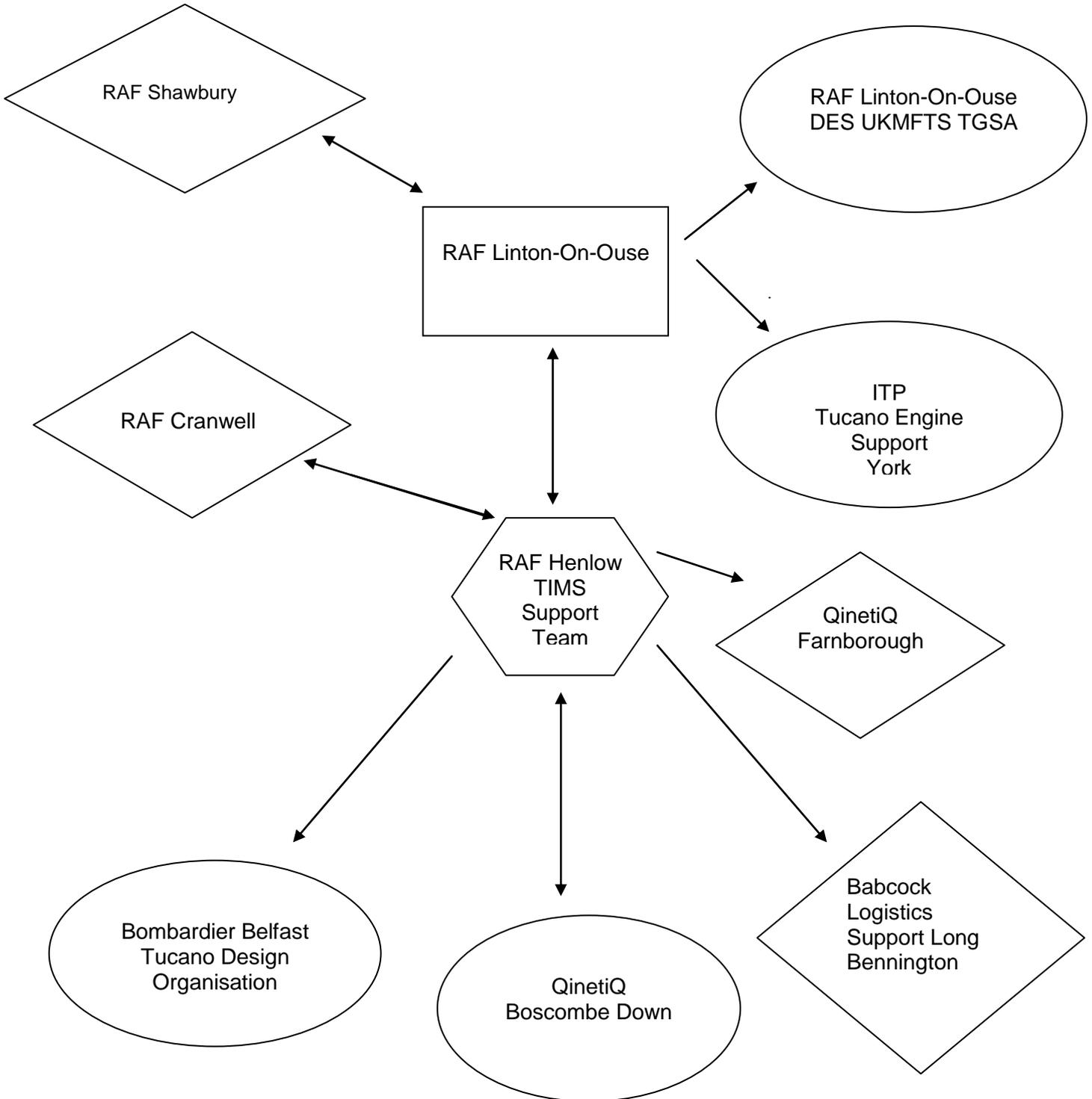
Deliverable Software as Part of the TIMS Service.

7. The contractor shall deliver as part of the TIMS Service access and provision to the following software deliverables in accordance with DEFCON 91.
 - 7.1 Hardware and software configuration database and documents
 - 7.2 Database definition code and notes from Oracle
 - 7.3 Oracle Database
 - 7.4 Solaris (Operating System)

SECTION 4

TIMS - TUCANO SITES

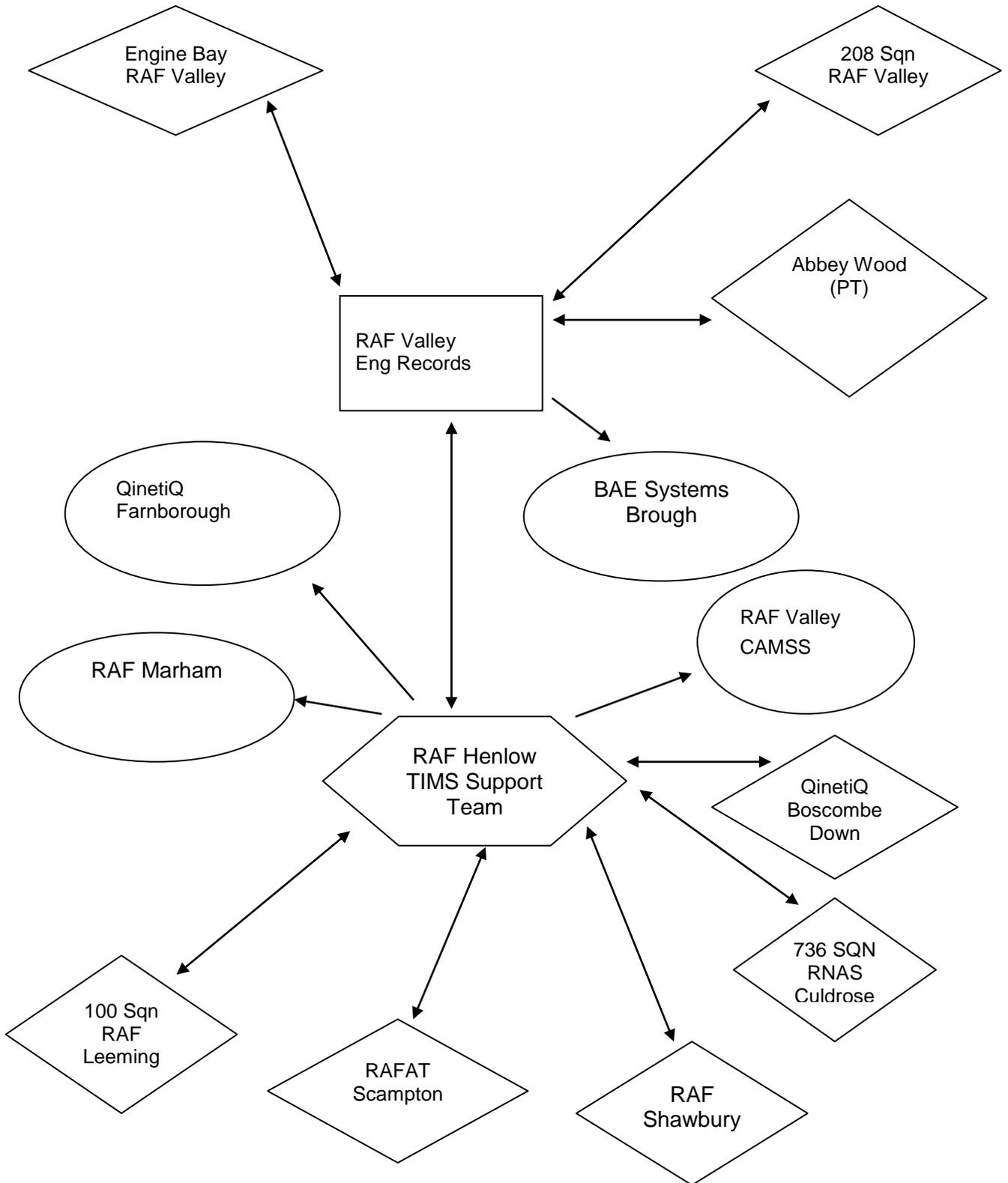
The areas where the TIMS terminals are located



SECTION 5

TIMS – HAWK SITES

The areas where the TIMS terminals are located



Schedule 6 - Contractor's Commercially Sensitive Information Form

Contract No: UKMFTS/2016/02
Description of Contractor's Commercially Sensitive Information: Pricing
Cross Reference(s) to location of sensitive information: Volume 3 of Contractor's response
Explanation of Sensitivity: Commercially Sensitive
Details of potential harm resulting from disclosure: Should Contractor pricing become public knowledge this will harm our competitive position.
Period of Confidence (if applicable): 2 years from the contract effective date.
Contact Details for Transparency / Freedom of Information matters: Name: Denis Batt Position: Commercial Manager Address: Cain Road, Bracknell, Berkshire RG12 1HN Telephone Number: 07790 49 3050 Email Address: denis.batt@hpe.com

Schedule 7: Government Furnished Assets

PROVISION OF GOVERNMENT FURNISHED FACILITIES (GFF)

1. The Authority will provide the GFF as specified at Schedule 5 and Annex 1 to Schedule 7., at no cost to the Contractor, as currently provided suitable on-site secure accommodation, office furniture and telephone lines, for 2 Contractors staff within RAF Henlow, together with any other infrastructure that is reasonable and necessary for the effective management of the TIMS. This infrastructure will include communications between all TIMS sites.
2. Electrical power supplies at locations suitable to power the TIMS at each location.
3. Data transmission links between all TIMS locations. This is currently telephone lines but may change during the life of the Contract by agreement between the Contractor and the Authority

PROVISION OF GOVERNMENT FURNISHED EQUIPMENT (GFE)

4. The Contractor shall be provided with all equipment required to perform the tasks, as specified at Schedule 5 and Annex 1 and Annex 2 to Schedule 7. Accounting for any such items shall be in accordance with DEFSTAN 05-99, Issue 4 Amdt 2 – *Managing Government Furnished Assets in Industry*.
5. TIMS equipment at TIMS locations as defined in the TIMS equipment listing. This shall be a living document maintained and periodically formally reviewed every 6 months after contract award, with the results submitted for approval to the Authority to ensure its accuracy.

PROVISION OF GOVERNMENT FURNISHED INFORMATION (GFI)

6. The Authority shall provide manuals, publications and other relevant documentation necessary as specified at Schedule 5 and Annex 1 to Schedule 7 for the Contractor to satisfy the Contract requirements. On completion of the Contract the Contractor shall supply a list of the information provided and request disposal instructions from the Authority.

Annex 1 to Schedule 7 TIMS GFA List

	GFE	GFI	GFR	GFF
Description	As specified in Annex 2 to Schedule 7 TIMS EQUIPMENT LIST	The Authority shall provide manuals, publications and other relevant documentation necessary for the Contractor to satisfy the Contract requirements.	N/A	<ol style="list-style-type: none"> 1. Suitable on-site secure accommodation, office furniture and telephone lines. 2. Electrical power supplies at locations suitable to power the TIMS at each location. 3. Data transmission links between all TIMS locations. 4. Fibre optic connectivity and all associated equipment, at the UKMFTS TA PT, between the TIMS terminals.
Quantity	As specified in Annex 2 to Schedule 7 TIMS EQUIPMENT LIST	As specified in Annex 2 to Schedule 7	N/A	Sufficient to support for 2 Contractors staff within UKMFTS TA PT.
Terms of Loan	For the purposes of providing the TIMS Service in accordance with Schedule 5 in accordance with DEFSTAN 05-99.	For the purposes of providing the TIMS Service in accordance with Schedule 5.	N/A	For the purposes of providing the TIMS Service in accordance with Schedule 5. In accordance with DEFCON 76

Task	N/A	N/A	N/A	For the purposes of providing the TIMS Service in accordance with Schedule 5.
Date of Supply and Return	Contract Start Date and Return on Expiry date or as directed by the UKMFTS-TA-TUCANO DEP EA	Contract Start Date and Return on Expiry date or as directed by the UKMFTS-TA-TUCANO DEP EA	N/A	Contract Start Date and Return on Expiry date or as directed by the UKMFTS-TA-TUCANO DEP EA
Location of Supply	As specified in Annex 2 to Schedule 7 TIMS EQUIPMENT LIST	Contractor POC as specified in Schedule 3 Clause H3.a.(3) Notices	N/A	N/A
Reporting	As per clause Schedule 3 Clause H1.a Progress Monitoring	As per clause Schedule 3 Clause H1.a Progress Monitoring	N/A	N/A
Maintenance Responsibilities	Annex 2 to Schedule 7 TIMS EQUIPMENT LIST		N/A	N/A
Replacement Responsibilities	Annex 2 to Schedule 7 TIMS EQUIPMENT LIST		N/A	N/A
Responsibility for Delivery/Collection	As per Schedule 3 Clause K8. Delivery by the Contractor		N/A	N/A
Packaging Issues	As per Schedule 3 Clause K8. Delivery by the Contractor	Information will be handled in line with the General Security Classifications in accordance with DEFCON 660.	N/A	N/A
Disposal Arrangements	In accordance with DEFSTAN 05-99	In accordance with DEFSTAN 05-99	N/A	Contract Expiry
Warranties	N/A	None	N/A	None
Force Majeure Relief	As per clause K6 Authority's Obligations and K13 Force Majeure	As per clause K6 Authority's Obligations and K13 Force Majeure	N/A	As per clause K6 Authority's Obligations and K13 Force Majeure

Annex 2 to Schedule 7 TIMS Equipment List

SITE	NETWORK NAME	ITEM	PART NUMBER	SER NO	DATE CHECKED	COMMENTS	CONDITION
Abbey Wood PT	hrs12	Ultra30	600-4941-01	905M288C	11/11/2015	None	Servicable
Abbey Wood PT	hrs12	DDS4 Tape Drive	599-2107-01	145C6985	11/11/2015	None	Servicable
Abbey Wood PT	hrs12	Viewsonic LCD Monitor	VA705B	103004774	11/11/2015	None	Servicable
Abbey Wood PT	hrs12	Printer - HP Laserjet 1200	N/K	CNCJJ50142	11/11/2015	None	Servicable
Abbey Wood PT	hrs12	Modem	MT2834BLK	4789740	11/11/2015	None	Servicable
Abbey Wood PT	hrs12	Jet Direct 500X	J3265A	5G291ABF4	11/11/2015	None	Servicable
Bombardier Belfast	hrs11	Ultra 30	600-4941-01	838M21DA	12/01/2016	None	Servicable
Bombardier Belfast	hrs11	DDS3 Tape Drive	599-2107-01	212C5AD1	12/01/2016	None	Servicable
Bombardier Belfast	hrs11	Modem	MT2834BLK	4812217	12/01/2016	None	Servicable
Bombardier Belfast	hrs11	HP LaserJet 2420 Printer	N/K	CNHW6609TT	12/01/2016	None	Servicable
Bombardier Belfast	hrs11	HP Jetdirect Print Server	J3265A	SG512E2E08	12/01/2016	None	Servicable
Bombardier Belfast	hrs11	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303718J	12/01/2016	None	Servicable
QinetiQ Boscombe	hrs18	Ultra 30	600-4941-01	843M2119	12/01/2016	None	Servicable
QinetiQ Boscombe	hrs18	DDS3 Tape Drive	599-2072-04	309AD235F	13/01/2016	None	Servicable
QinetiQ	hrs18	Viewsonic LCD	VS10781	QAG083921068	14/01/2016	None	Servicable

Boscombe		Monitor					
QinetiQ Boscombe	hrs18	Modem	MT2834BLK	6253876	15/01/2016	None	Servicable
QinetiQ Boscombe	hrs18	HP Inkjet 2300	C8125A L	CN65A3Z015	16/01/2016	None	Servicable
QinetiQ Boscombe	hrs18	HP Jetdirect 500X Hub	J3265A	SG291E2778	17/01/2016	None	Servicable
BAES Brough	hrs20	Ultra 30	600-4941-01	834M220A	07/01/2016	None	Servicable
BAES Brough	hrs20	DDS3 Tape Drive	599-2107-01	806G3418	07/01/2016	None	Servicable
BAES Brough	hrs20	Viewsonic LCD Monitor	VS10781	RQK103005512	07/01/2016	None	Servicable
BAES Brough	hrs20	Modem	MT2834BLK	4789743	07/01/2016	None	Servicable
RAF Cranwell	trs20	Ultra30	600-4941-01	817MC70C	13/11/2015	None	Servicable
RAF Cranwell	trs20	DDS4 Tape Drive	599-2107-01	329AD2729	14/11/2015	None	Servicable
RAF Cranwell	trs20	Viewsonic LCD monitor	VS10781	RQK103005550	15/11/2015	None	Servicable
RAF Cranwell	trs20	Modem	MT2834BLK	4812219	16/11/2015	None	Servicable
RAF Cranwell	trs20	Draytek 2860N- PLUS ADSL Router	4716779074185	151002579652	17/11/2015	None	Servicable
RNAS Culdrose	hrs15	Ultra 30	600-4941-01	835M21A6	20/11/2015	None	Servicable
RNAS Culdrose	hrs15	DDS3 Tape Drive	599-2107-01	114S040E	20/11/2015	None	Servicable
RNAS Culdrose	hrs15	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW301 565X	20/11/2015	None	Servicable
RNAS Culdrose	hrs15	Modem	MT2834BLK	4812222	20/11/2015	None	Servicable
RNAS Culdrose	hrs15	Printer - HP Inkjet 2300	C8125A L	CN4AR23086	20/11/2015	None	Servicable

RNAS Culdrose	hrs15	HP 300X Jetdirect hub	J3265A	SG4B1 A0ABE	18/01/2016	None	Servicable
QinetiQ Farnborough	crs1	Ultra 30	600-4941-01	839M21D8	26/11/2016	None	Servicable
QinetiQ Farnborough	crs1	Tape Drive	599-2107-01	802G3474	26/11/2016	None	Servicable
QinetiQ Farnborough	crs1	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303 479	26/11/2016	None	Servicable
QinetiQ Farnborough	crs1	Modem	MT2834BLK	4812228	26/11/2016	None	Servicable
HPE Henlow	cus1	Ultra 30	600-4941-01	S43M219	11/01/2016	None	Servicable
HPE Henlow	cus1	DDS3 Tape Drive	599-2107-01	918AD405	11/01/2016	None	Servicable
HPE Henlow	cus1	Viewsonic LCD Monitor	VS10781	RQK103005520	11/01/2016	None	Servicable
HPE Henlow	cus1	Modem	MT2834BLK	6244986	11/01/2016	None	Servicable
HPE Henlow	cus1	RAID	536-O-EDS	MVS402084/2	11/01/2016	None	Servicable
HPE Henlow	cus2	Ultra 30	600-4941-01	839M27D0	11/01/2016	None	Servicable
HPE Henlow	cus2	DDS4 Tape Drive	599-2107-01	124S1266	11/01/2016	None	Servicable
HPE Henlow	cus2	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303 644Y	11/01/2016	None	Servicable
HPE Henlow	cus2	Modem	MT2834BLK	7805075	11/01/2016	None	Servicable
HPE Henlow	cus2	UPS	None	UX192A1882	11/01/2016	None	Servicable
HPE Henlow	cus2	HP 2500 Printer	Q5956A	7249A002AA	11/01/2016	None	Servicable
HPE Henlow	cus2	Ext Hard Drive	None	None	11/01/2016	None	Servicable
HPE Henlow	cus2	Draytek 2860N- PLUS ADSL Router	4716779074185	14B002525007	11/01/2016	None	Servicable
HPE Henlow	cus2	HP 1810-8G	J9802A	CN52FRS07X	11/01/2016	None	Servicable

		Network Switch					
HPE Henlow	dms2	Ultra 1	None	744MC55D	11/01/2016	None	Servicable
HPE Henlow	dms2	DDS3 Tape Drive	599-2107-01	709G4934	11/01/2016	None	Servicable
HPE Henlow	dms2	Dell LCD Monitor	None	CN04Y2734760 6438A0NV	11/01/2016	None	Servicable
HPE Henlow	dms2	Ext Hard Drive	None	603G4190	11/01/2016	None	Servicable
HPE Hook	tls2 (clone)	Ultra 30	600-4941-01	851M2709	12/01/2016	None	Servicable
HPE Hook	tls2 (clone)	CRT Sun Monitor	None	GDM-17E20) s/n : 3651338-02	12/01/2016	None	Servicable
HPE Hook	tls2 (clone)	Extl Hard Drive	None	915C3490	12/01/2016	None	Servicable
HPE Hook	tls2 (clone)	DDS2 Tape Drive	599-2072-04	706G4308	12/01/2016	None	Servicable
HPE Hook	dms2(clone)	Ultra 1	None	707M2465	12/01/2016	None	Servicable
HPE Hook	dms2(clone)	CRT Sun Monitor	None	(NDP 4472) s/n: EV1003	12/01/2016	None	Servicable
ITP York	trs3	Ultra 30	600-4941-01	834M29EC	04/11/2015	None	Servicable
ITP York	trs3	DDS4 Tape Drive	599-2107-01	212C5AB2	04/11/2015	None	Servicable
ITP York	trs3	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303 759Z	04/11/2015	None	Servicable
ITP York	trs3	Printer - HP Laserjet 2420	None	CNHW66Q9TL	04/11/2015	None	Servicable
ITP York	trs3	Modem	MT2834BLK	4812220	04/11/2015	None	Servicable
ITP York	trs3	HP Jetdirect 300X Hub	J3263A	SG521B2960	04/11/2015	None	Servicable
RAF Leeming 100 Sqn	hrs23	Ultra 30	600-4941-01	851M261C	19/08/2015	None	Servicable
RAF Leeming	hrs23	DDS3 Tape Drive	599-2107-01	212C5AC1	19/08/2015	None	Servicable

100 Sqn							
RAF Leeming 100 Sqn	hrs23	Viewsonic LCD Monitor	VS10781	GAG063921053	19/08/2015	None	Servicable
RAF Leeming 100 Sqn	hrs23	HP Laserjet 2420	None	CHFJ008241	19/08/2015	None	Servicable
RAF Leeming 100 Sqn	hrs23	Modem	MT2834BLK	4789742	19/08/2015	None	Servicable
RAF Leeming 100 Sqn	hrs23	HPJetdirect 300x	J3263A	HPP003224	19/08/2015	None	Servicable
RAF Linton-On- Ouse Eng Records	tls2	Ultra 30	600-4941-01	842M22A7	13/11/2015	None	Servicable
RAF Linton-On- Ouse Eng Records	tls2	DDS3 Tape Drive	599-2107-01	6479G1502	13/11/2015	None	Servicable
RAF Linton-On- Ouse Eng Records	tls2	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW301 544H	13/11/2015	None	Servicable
RAF Linton-On- Ouse Eng Records	tls2	Modem	MT2834BLK	5585031	13/11/2015	None	Servicable
RAF Linton-On- Ouse Eng Records	tls2	Printer - HP Business Jet 2230	None	CN65A3Z03Z	13/11/2015	None	Servicable
RAF Linton-On- Ouse Eng Records	tls2	UPS	N/K	UX192A1881	13/11/2015	None	Servicable
RAF Linton-On- Ouse Eng Records	tls2	RAID	536-O-EDS	6794186DB16	13/11/2015	None	Servicable
RAF Linton-On- Ouse Eng Records	tls2	Jetdirect Hub	J3265A	SGS21B29C3	13/11/2015	None	Servicable

RAF Linton-On-Ouse Eng Records	tls2	Fibre Switch AN-326-X3X1	N/K	869150107001	13/11/2015	None	Servicable
RAF Linton-On-Ouse Rects Hangar	tcl8	Ultra 30	600-4941-01	839M21DD	13/11/2015	None	Servicable
RAF Linton-On-Ouse Rects Hangar	tcl8	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303643Z	13/11/2015	None	Servicable
RAF Linton-On-Ouse Rects Hangar	tcl8	HP Jetdirect 500X	J3265A	5G291AB24E	13/11/2015	None	Servicable
RAF Linton-On-Ouse Rects Hangar	tcl8	Fiber Switch 100BASE-FX+6 Port	FOSWH2X6SM20	N/K	13/11/2015	None	Servicable
RAF Linton-On-Ouse Rects Hangar	tcl8	Media Converter CVT-100BTFX	MC100BTSM25/30	19151100677	13/11/2015	None	Servicable
RAF Linton-On-Ouse Flight Line	tcl7	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303746Z	13/11/2015	None	Servicable
RAF Linton-On-Ouse Flight Line	tcl7	ULTRA 30	600-4941-01	834M21F5	13/11/2015	None	Servicable
RAF Linton-On-Ouse Flight Line	tcl7	Media Converter CVT-100BTFX	MC100BTSM25/30	19151100678	13/11/2015	None	Servicable
RAF Linton-On-Ouse PT	trs6	Ultra 30	600-4941-01	835M2883	13/11/2015	None	Servicable
RAF Linton-On-Ouse PT	trs6	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303603M	13/11/2015	None	Servicable
RAF Linton-On-Ouse PT	trs6	DDS3 Tape Drive	599-2107-01	817G2324	13/01/2016	None	Servicable
RAF Linton-On-Ouse PT	trs6	Printer - HP Inkjet 2300	C8125A L	CN4B12302M	13/11/2015	None	Servicable
RAF Linton-On-Ouse PT	trs6	HP Jetdirect hub	J3265A	SG521B2957	13/11/2015	None	Servicable
RAF Linton-On-	trs6	Modem	MT2834BLK	4812234	13/11/2015	None	Servicable

Ouse PT							
RAF Scampton RAFAT	hrs13	Ultra 30	600-4941-01	839M21C7	22/10/2015	None	Servicable
RAF Scampton RAFAT	hrs13	DDS4 Tape Drive	599-2107-01	0411AD1B52	22/10/2015	None	Servicable
RAF Scampton RAFAT	hrs13	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303 526M	22/10/2015	None	Servicable
RAF Scampton RAFAT	hrs13	Printer - HP Laserjet 1200	N/K	CNC2481616	22/10/2015	None	Servicable
RAF Scampton RAFAT	hrs13	Modem	MT2834BLK	6244983	22/10/2015	None	Servicable
RAF Scampton RAFAT	hrs13	Dell C840 Laptop	3J578 A01	DYPX121	22/10/2015	None	Servicable
RAF Scampton RAFAT	hrs13	HP JetDirect 500X Hub	J3265A	SE291E277C	22/10/2015	None	Servicable
RAF Scampton RAFAT	hrs13	Draytek 2860N- PLUS ADSL Router	4716779074185	14B002525002	22/10/2015	None	Servicable
RAF Shawbury	trs10	Ultra 30	600-4941-01	834M287D	17/12/2015	None	Servicable
RAF Shawbury	trs10	DDS3 Tape Drive	599-2107-01	801G2403	17/12/2015	None	Servicable
RAF Shawbury	trs10	Modem	MT2834BLK	6244984	17/12/2015	None	Servicable
RAF Shawbury	trs10	Printer - HP Laserjet 2420	None	CNFJD69842	17/12/2015	None	Servicable
RAF Shawbury	trs10	Jet Direct 300X Hub	J3263A	SG521B295D	17/12/2015	None	Servicable
RAF Shawbury	trs10	Viewsonic LCD Monitor	VS10781	Q4F062350122	18/01/2016	None	Servicable
TLS Long Bennington	trs2	Ultra 30	600-4941-01	1040312	15/12/2015	None	Servicable

TLS Long Bennington	trs2	DDS3 Tape Drive	599-2072-04	EV1007	15/12/2015	None	Servicable
TLS Long Bennington	trs2	Samsung LCD monitor	GH19HJGW303982T	GH19HJFW303588L	15/12/2015	None	Servicable
TLS Long Bennington	trs2	Modem	MT2834BLK	4789745	15/12/2015	None	Servicable
TLS Long Bennington	trs2	Printer - HP Laserjet 1200	N/K	CNCJJ50141	15/12/2015	None	Servicable
RAF Valley Eng Recs	hls3	Ultra 30	600-4941-01	934H40E7	12/01/2016	None	Servicable
RAF Valley Eng Recs	hls3	DDS4 Tape Drive	599-2107-01	104A0D57	20/04/2015	None	Servicable
RAF Valley Eng Recs	hls3	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303473T	12/01/2016	None	Servicable
RAF Valley Eng Recs	hls3	Modem	MT2834BLK	4789741	12/01/2016	None	Servicable
RAF Valley Eng Recs	hls3	Printer - HP Laserjet 2420	None	CNFJG14982	12/01/2016	None	Servicable
RAF Valley Eng Recs	hls3	UPS	None	L12-0KJ24034	12/01/2016	None	Servicable
RAF Valley Eng Recs	hls3	NetworkHub (Type MR-2FBU4)	None	29460	12/01/2016	None	Servicable
RAF Valley Eng Recs	hls3	JetDirect 300X Hub	J3263A	SG521E2E0D	12/01/2016	None	Servicable
RAF Valley Eng Recs	hls3	Ext Hard Drive	None	None	None	None	Servicable
RAF Valley Eng Recs	hcl7	Ultra30	600-4941-01	751MC228	12/01/2016	None	Servicable
RAF Valley Eng Recs	hcl7	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303714E	12/01/2016	None	Servicable
RAF Valley 208 Sqn	hrs22	Ultra 30	600-4941-01	951M2627	12/01/2016	None	Servicable

RAF Valley 208 Sqn	hrs22	DDS3 Tape Drive	599-2107-01	939A4292	12/01/2016	None	Servicable
RAF Valley 208 Sqn	hrs22	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW303637E	12/01/2016	None	Servicable
RAF Valley 208 Sqn	hrs22	Modem	MT2834BLK	4812233	12/01/2016	None	Servicable
RAF Valley Engine Bay	hrs24	Ultra30	600-4941-01	834M2678	13/08/2015	None	Servicable
RAF Valley Engine Bay	hrs24	DDS4 Tape Drive	599-2107-01	116C6092	13/08/2015	None	Servicable
RAF Valley Engine Bay	hrs24	Samsung LCD Monitor	GH19HJGW303982T	GH12HJFW301330L	13/08/2015	None	Servicable
RAF Valley Engine Bay	hrs24	Modem	MT2834BLK	4812229	13/08/2015	None	Servicable
RAF Valley BAES	hrs25	Ultra30	600-4941-01	834M2205	13/08/2015	None	Servicable
RAF Valley BAES	hrs25	Viewsonic Monitor LCD	VS10781	QAG083922719	12/01/2016	None	Servicable
RAF Valley BAES	hrs25	DDS4 Tape Drive	599-2107-01	0411AD1925	13/08/2015	None	Servicable
RAF Valley BAES	hrs25	Modem	MT2834BLK	4812218	13/08/2015	None	Servicable
RAF Valley BAES	hrs25	HUB Longshine	None	LCS-883R-T16	13/08/2015	None	Servicable
RAF Valley BAES	hrs25	Jetdirect Hub	J3265A	SG65307162	13/08/2015	None	Servicable
RAF Valley BAES	hrs25	HP LaserJet 2420 Printer	None	CNFJD50550	13/08/2015	None	Servicable
RAF Valley BAES	hrs25	Compaq Amarda Laptop	None	7J1CJFB4A052	13/08/2015	None	Servicable
RAF Valley BAE Client	hrs26	Ultra30	600-4941-01	851M2618	13/08/2015	None	Servicable
RAF Valley BAE Client	hrs26	Samsung LCD Monitor	GH19HJGW303982T	GH19HJFW301813R	13/01/2015	None	Servicable

RAF Valley BAES	spare	Samsung LCD monitor	GH19HJGW303982T	GH19HJGW303 971K	13/01/2015	None	Servicable
RAF Valley BAES	spare	Modem	MT2834BLK	4812226	13/08/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	10 GB HARD DISK	DK23BA-10	JTNJ11MKNT	01/11/2011	None	Servicable
RAF Henlow (Office - Usable Spares)	None	10 GB HARD DISK	DK23BA-10	TQNC101DFY	01/11/2011	None	Servicable
RAF Henlow (Office - Usable Spares)	None	10 GB HARD DISK	DK23BA-10	TQNC101DCG	01/11/2011	None	Servicable
RAF Henlow (Office - Usable Spares)	None	COMPAQ ARMADA LAPTOP	AE5P3800T4X10DC 64N2	7J16JFB4W041	01/11/2011	Not in use	Obsolete
RAF Henlow (Office - Usable Spares)	None	COMPAQ ARMADA LAPTOP	AE5P3800T4X10DC 64N2	7J13JFB4W07C	17/05/2013	Not in use	Obsolete
RAF Henlow (Office - Usable Spares)	None	COMPAQ ARMADA LAPTOP	AE5P3800T4X10DC 64N2	7J16JFB4W650	01/11/2011	Not in use	Obsolete
RAF Henlow (Office - Usable Spares)	None	DELL C840 LAPTOP	None	2ZPX121	17/05/2013	Incomplete	Spares only
RAF Henlow (Office - Usable Spares)	None	DELL C840 LAPTOP	None	47F5J0J	17/05/2013	Incomplete	Spares only
RAF Henlow (Office - Usable Spares)	None	DELL C840 LAPTOP	None	281403	22/10/2015	None	Spares only
RAF Henlow (Office - Usable Spares)	None	ULTRA 30	600-4941-01	834M2682	27/01/2016	None	Servicable

RAF Henlow (Office - Usable Spares)	None	ULTRA 30	600-4941-01	846M2652	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	ULTRA 30	600-4941-01	851M2619	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	ULTRA 30	600-4941-01	811MC406	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	ULTRA 30	600-4941-01	839M21D6	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	ULTRA 30	600-4941-01	835M288A	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	ULTRA 30	600-4941-01	838M21D6	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	ULTRA 30	600-4941-01	834M266E	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	MULTIMODEM 33.6kbs	MT2834BLK	7805074	13/09/2012	None	Servicable
RAF Henlow (Office - Usable Spares)	None	MULTIMODEM 33.6kbs	MT2834BLK	5615467	13/09/2012	None	Servicable
RAF Henlow (Office - Usable Spares)	None	MULTIMODEM 33.6kbs	MT2834BLK	4812221	13/09/2012	None	Servicable
RAF Henlow (Office - Usable Spares)	None	MULTIMODEM 33.6kbs	MT2834BLK	4812223	13/09/2012	None	Servicable
RAF Henlow (Office - Usable Spares)	None	MULTIMODEM 33.6kbs	MT2834BLK	4789739	13/09/2012	None	Servicable

Spares)							
RAF Henlow (Office - Usable Spares)	None	MULTIMODEM 33.6kbs	MT2834BLK	4812216	27/10/2014	None	Servicable
RAF Henlow (Office - Usable Spares)	None	MULTIMODEM 33.6kbs	MT2834BLK	4789744	13/09/2012	None	Servicable
RAF Henlow (Office - Usable Spares)	None	VOYAGER RAID	236-EDS	MVS402151	09/10/2014	Incomplete	Spares only
RAF Henlow (Office - Usable Spares)	None	VOYAGER RAID	236-EDS	MVS402084/1	09/10/2014	Incomplete	Spares only
RAF Henlow (Office - Usable Spares)	None	VOYAGER RAID	236-EDS	MVS402084/5	09/10/2014	Incomplete	Spares only
RAF Henlow (Office - Usable Spares)	None	VOYAGER RAID	236-EDS	MVS402084/4	12/02/2014	Incomplete	Spares only
RAF Henlow (Office - Usable Spares)	None	EXTERNAL SINGLE DISK	599-2067-01	707G4087	24/10/2014	None	Servicable
RAF Henlow (Office - Usable Spares)	None	HPJETDIRECT 300X	J3263A	SG65307007	24/10/2014	None	Servicable
RAF Henlow (Office - Usable Spares)	None	PC	MMP	NC830	01/11/2011	None	Servicable
RAF Henlow (Office - Usable Spares)	None	HUSKY FS/2 HANDHELD	NONE	4000025793	01/11/2011	None	Servicable
RAF Henlow (Office - Usable Spares)	None	SPARC 5	600-3903-03	711M1666	27/01/2016	Memory fault? Port A OK?	Await testing

RAF Henlow (Office - Usable Spares)	None	SPARC 5	600-3903-03	747C0444	27/01/2016	Servicable? No fan.	Await testing
RAF Henlow (Office - Usable Spares)	None	SPARC 5	600-3903-03	710A0208	27/01/2016	Servicable? Port A OK?	Await testing
RAF Henlow (Office - Usable Spares)	None	SPARC 5	600-3903-03	711M1639	27/01/2016	Servicable? Port A OK?	Await testing
RAF Henlow (Office - Usable Spares)	None	SAMSUNG 943N LCD MONITOR	LS19MYAKBB/EDC	MY19HMDS216 470D	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	SAMSUNG 943N LCD MONITOR	LS19MYAKBB/EDC	MY19HMDS216 237H	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	SAMSUNG 943N LCD MONITOR	LS19MYAKBB/EDC	MY19HMDS216 362M	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	SAMSUNG 943N LCD MONITOR	LS19MYAKBB/EDC	MY19HMDS216 474F	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	SAMSUNG 943N LCD MONITOR	LS19MYAKBB/EDC	MY19HMDS216 301H	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	SAMSUNG SYNCMaster 191N LCD MONITOR	GH19ASAS/XEU	GH19HJGW303 982T	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	SAMSUNG SYNCMaster 191N LCD MONITOR	GH19ASAS/XEU	GH19HJFW303 763H	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DELL LCD MONITOR	None	CN-0HC760- 46633-669-19EL	27/01/2016	None	Servicable

RAF Henlow (Office - Usable Spares)	None	DELL LCD MONITOR	None	CN-0HC760- 46633-669-19CL	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DELL LCD MONITOR	None	CN-0HC760- 46633-669-190L	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DELL LCD MONITOR	None	CN-0HC760- 46633-669-19DL	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DELL LCD MONITOR	None	CN-0HC760- 46633-668-72LU	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DELL LCD MONITOR	None	CN-0HC760- 46633-668- 72MU	27/01/2016	None	Servicable
RAF Henlow (Office - Usable Spares)	None	HP INKJET 2300	None	CN65A3Z01G	27/10/2014	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DDS3 TAPE DRIVE	599-2107-01	803G2272	18/11/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DDS3 TAPE DRIVE	599-2107-01	911A1516	18/11/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DDS3 TAPE DRIVE	599-2107-01	016A173C	18/11/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DDS3 TAPE DRIVE(CARCAS S ONLY)	599-2107-01	031A0341	18/11/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	72 GB HARD DRIVE	None	0195FCP- 0514B0329B	23/02/2015	None	Servicable
RAF Henlow (Office - Usable)	None	72 GB HARD DRIVE	None	0195FCP- 0524B07VWD	23/02/2015	None	Servicable

Spares)							
RAF Henlow (Office - Usable Spares)	None	72 GB HARD DRIVE	None	0440772- 053432A5LK	24/02/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	DRAYTEK 2860N-PLUS ADSL ROUTER	4716779074185	14B002525000	16/07/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	NETWORK HUB	None	MR- 2FBU433863	12/01/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	NETWORK HUB	None	4565	12/01/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	NETWORK HUB	None	28063	12/01/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	TP-LINK MEDIA CONVERTER	MC100BTSM25/30	2141216000355	12/01/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	TP-LINK MEDIA CONVERTER	MC100BTSM25/30	2141214002734	12/01/2015	None	Servicable
RAF Henlow (Office - Usable Spares)	None	TP-LINK MEDIA CONVERTER	MC100BTSM25/30	2141214002738	12/01/2015	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	750MC616	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	750MC61C	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable	None	ULTRA 30	600-4941-01	813MD19C	13/03/2012	None	Servicable

Spares)							
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	834M2122	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	834M2204	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	834M2208	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	834M267B	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	834M2A29	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	834M2A2D	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	835M2197	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	838M21D2	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	837M2D87	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	846M238F	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	846M2644	13/03/2012	None	Servicable

RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	846M264E	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	846M264F	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	905M2874	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	906F2EC5	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	835M2198	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	835M2195	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	ULTRA 30	600-4941-01	849M3017	13/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	SPARC 5	600-3903-03	709A0503	02/10/2012	Boots OK, no fan, Ports A & B OK	Await repair
RAF Henlow (Hangar - Usable Spares)	None	SPARC 5	600-4963-03	710A0208	02/10/2012	Boots OK, fan slightly noisy, Ports A & B OK	Await repair
RAF Henlow (Hangar - Usable Spares)	None	SPARC 5	600-3903-03	711M1638	02/10/2012	Boots OK, no fan, Ports A & B OK	Await repair
RAF Henlow (Hangar - Usable Spares)	None	SPARC 5	600-3903-03	711M1666	02/10/2012	Boots OK, quiet fan, Ports A & B OK	Servicable
RAF Henlow (Hangar - Usable	None	SPARC 5	600-3903-03	747C0444	02/10/2012	Boots OK, no fan, Ports A & B	Await repair

Spares)						OK	
RAF Henlow (Hangar - Usable Spares)	None	SPARC 20	600-4126-02	728M1251	02/10/2012	Possibly 75 MHz	Servicable
RAF Henlow (Hangar - Usable Spares)	None	HP LASERJET 1200	N/K	CNCJJ50143	01/11/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	HP 2300 PRINTER (NEW)	N/K	N/K	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	HP 2420 PRINTER (NEW)	Q5956A	CNFJD69842 ????	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	EXTERNAL CDROM	595-3226-01	431G8410	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	INTERNAL CDROM	3702816-02	6Z5C129852	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	CD WRITER	RF4102	95074355	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	MULTIMODEM 33.6kbs	MT2834BLK	4812232	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	D LINK CARD (QTY 6)	NONE	NONE	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	PCMCIA CARD (QTY 5)	NONE	NONE	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	EXT DISK PACK	N/A	749G3238	01/01/2011	None	Servicable

RAF Henlow (Hangar - Usable Spares)	None	EXT DISK PACK	N/A	707G4079	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	EXT DISK PACK	N/A	603G4191	01/01/2011	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	DDS3 TAPE DRIVE	599-2107-01	918A0405	22/11/2012	refurbished from ONE STOP IT	Servicable
RAF Henlow (Hangar - Usable Spares)	None	VIEWSONIC LCD MONITOR	VA705B	Q4F062350141	26/03/2013	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	SAMSUNG SYNCMASTER 191N LCD MONITOR 191N	WYT31153	GH19HJFW303 479P	02/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	SAMSUNG SYNCMASTER 191N LCD MONITOR 191N	WYT30967	GH19HJFW303 588L	02/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	SAMSUNG SYNCMASTER 191N LCD MONITOR 191N	WYT30570	GH19HJFW301 330L	02/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	SAMSUNG SYNCMASTER 191N LCD MONITOR 191N	WYT31107	GH19HJFW303 982T	02/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	SAMSUNG SYNCMASTER 191N LCD MONITOR 191N	WYT31140	GH19HJFW303 473T	02/03/2012	None	Servicable
RAF Henlow (Hangar - Usable Spares)	None	SAMSUNG SYNCMASTER 191N LCD	WYT30960	GH19HJFW303 714E	02/03/2012	None	Servicable

		MONITOR 191N					
RAF Henlow (Hangar - Usable Spares)	None	SAMSUNG SYNMASTER 191N LCD MONITOR 191N	WYT31198	GH19HJFW303 626R	02/03/2012	None	Servicable
RAF Henlow (Hangar - Await Scrapping)	None	VOLAMP HUB	None	17	28/11/2012	Fails to broadcast. Ex Valley.	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS2 TAPE DRIVE	None	706G4297	20/08/2015	Does not back up	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS2 TAPE DRIVE	None	706G4312	16/04/2013	Fails to back up	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	None	705G4582	18/12/2012	Fails to back up	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	None	0028L77682	16/04/2013	Fails to back up	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	None	720G3273	09/10/2014	U/S	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	None	921A0321	09/10/2014	U/S	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	None	818E0603	09/10/2014	U/S	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	None	040A143C	09/10/2014	U/S	Awaiting scrapping
RAF Henlow	None	DDS3 TAPE	None	706G4454	25/08/2015	Carcass only	Awaiting

(Hangar - Await Scrapping)		DRIVE (CARCASS ONLY)					scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE (CARCASS ONLY)	None	247AD1B64	25/08/2015	Carcass only	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE (CARCASS ONLY)	None	318AD33A1	25/08/2015	Carcass only	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE (CARCASS ONLY)	None	830E0292	25/08/2015	Carcass broken	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE (CARCASS ONLY)	None	706G4299	25/08/2015	Carcass only	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	None	042C14D4	18/11/2015	Power supply u/s	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	None	318AD33A1	18/11/2015	Not backing up	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	599-2107-01	329AD1530	18/11/2015	None	Servicable
RAF Henlow (Hangar - Await Scrapping)	None	DDS3 TAPE DRIVE	599-3711-02	910C0895	18/11/2015	None	Awaiting testing
RAF Henlow (Hangar - Await Scrapping)	None	VIEWSONIC LCD MONITOR	VA705B	Q4F062350567	15/01/2013	Screen failure	Awaiting scrapping
RAF Henlow	None	VIEWSONIC	VA705B	Q4F062351856	28/02/2013	Screen failure	Awaiting

(Hangar - Await Scrapping)		LCD MONITOR					scrapping
RAF Henlow (Hangar - Await Scrapping)	None	VIEWSONIC LCD MONITOR	VA705B	Q4F062350142	02/07/2013	Screen failure	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	VIEWSONIC LCD MONITOR	VA705B	Q4F062350228	03/09/2014	Screen failure	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	VIEWSONIC LCD MONITOR	VA705B	Q4F062350141	25/08/2015	Screen failure	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	VIEWSONIC LCD MONITOR	VA705B	Q4F062350123	25/08/2015	Screen failure	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	CRT MONITOR	None	0014698-9529FR3253	26/03/2013	Obsolete	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	CRT MONITOR	None	0010968-9844KH1236	26/03/2013	Obsolete	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	SPARC 5	600-3903-03	709A0536	16/04/2013	Port A failure	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	SPARC 5	600-3903-03	705M0757	22/04/2013	Port A failure	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	SPARC 5	600-3903-03	711M1650	09/01/2014	Motherboard / SCSI failure?	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	SPARC 5	600-3903-03	705M0755	27/01/2016	Obsolete	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	SPARC 5	600-3903-03	711M1667	27/01/2016	Obsolete	Awaiting scrapping

RAF Henlow (Hangar - Await Scrapping)	None	HP LASERJET 1200	None	CNCJJ50143	27/11/2013	Will not print	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	HP 2280 PRINTER	None	MY29KF144F	27/11/2013	Will not print	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	HP 2280 PRINTER	None	MY29IF14KS	27/11/2013	Will not print	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	HP 2280 PRINTER	None	MY29KF14HT	27/11/2013	Will not print	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	LIEBERT UPS	None	1101300046PS2 7M	09/10/2014	No back up power	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	TRUST UPS	None	N/K	09/10/2014	No back up power	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	PAPER SHREDDER	None	N/K	09/10/2014	Surplus	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	CD DRIVE	None	N/K	09/10/2014	Will not eject	Awaiting scrapping
RAF Henlow (Hangar - Await Scrapping)	None	FIBRE PATCH BOX	None	N/K	09/10/2014	Surplus ex Linton	Awaiting scrapping

Schedule 8 Not Used

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Schedule 9: TIMS Risk Register and List of Low Stock Hardware

Joint Risk Register to be maintained and reviewed on a biannual basis by the Contactor, with the results subject to agreement by the Authority.

RISK	PROBABILITY	IMPACT	EFFECT ON PROJECT	RISK REDUCTION ACTIONS	IMPACT OF THE KNOWLEDGE CAPTURE SYSTEM
Loss to project of key staff.	High	High	Project would be unsupported and system maintenance would cease. Key project members have an in-depth knowledge of the system and understanding of the Mod's expectations. This would be difficult to pass onto new support engineers if this loss was sudden.	Share the knowledge base with other possible team members (difficult to do under the current support contract).	Development of a TIMS Knowledge Base (Wiki) to identify problems and their solution could mitigate some of this risk by ensuring many of the activities and problem solving steps were documented thereby allowing a new engineer a quicker learning curve.
Significant changes in user requirements or data changes.	High	High	Major application and / or data changes become more time consuming and costly to implement.	Manageable under the current contract. As long as the core team members remain on the project, and the changes or updates are not too significant, this can be managed.	Detailed and accurate information held in the Knowledge Base could help in identifying the potential impact of data changes.
Project costs could rise or no longer be affordable. Strategic Defence Review(SDR) may have an impact.	Low	High	MoD funding could become insufficient to continue funding the project.	Increase the period of the contract to the aircraft Out of Service Date(OSD) instead of the current annual extensions.	HPE believe at this point that this risk would not be mitigated by the Wiki.
MoD transfer the functionality of TIMS to another information management	Low	High	The timescales and costs would be too great to consider this at present. There would be an unknown capability gap between moving between	Continue using TIMS under a support contract with HP.	Should the functionality of TIMS be transferred to another system then it is very unlikely the Wiki could be transferred.

system			systems.		
HP decline to tender for the TIMS support contract.	Medium	High	TIMS would be unsupported until a new information management system comes on stream.	Management of TIMS has to continue to be an attractive proposition for HP. With a longer term contract, this may be possible.	Not applicable as we are actively negotiating a new contract with the Authority.
Hardware failure - increasing difficulty with obtaining spares.	High	High	The TIMS hardware is obsolete although very reliable. Failure rates of hardware is low, but past trends do shouldn't imply that it will remain this way.	There is a reasonable spares pool for the TIMS computers (Ultra 30s). These rarely fail though. Hard drives and tape drives fail more regularly and replacements are commercially available.	The Wiki could hold common fault finding procedures to repair at the component level rather than the unit level.
Software support - Failure to upgrade to the current Solaris (UNIX) operating system version.	High	High	TIMS utilizes an obsolete version of the Solaris operating system. Solaris Ver 2.5.1 is no longer patched or supported by Oracle.	Although TIMS uses an obsolete version of the Solaris operating system, it is robust and stable. The TIMS support engineers currently maintain it's functionality.	The Wiki could assist engineers to support TIMS in its current form.
Software support - Failure to upgrade to the latest Oracle database versions.	High	High	TIMS uses an obsolete version of Oracle database. Oracle Ver 7.3.1 is no longer patched or supported by Oracle.	Although TIMS uses an obsolete version of Oracle, it is robust and stable. The TIMS support engineers currently maintain it's functionality.	The Wiki could assist engineers to support TIMS in its current form.
The TIMS database size is increasing and the physical storage area is reaching capacity.	Medium	High	Should the database continue to increase in size to such an extent that all available disk space is used, then TIMS will cease to function.	Larger hard disks are currently commercially available which will increase the physical data storage area.	This is not applicable to the Wiki.
The speed of operation of some parts of TIMS is slowing down.	Low	Low	Some data entry and report generation is slowing down due to the ever increasing data stored on TIMS.	Should it become significant, then some aspects of the TIMS applications may require revising.	This is not applicable to the Wiki.

TIMS network connectivity is becoming increasing unreliable.	High	High	Network connectivity is essential for the transfer of data between sites. TIMS currently uses analogue modems to achieve this. Communication networks are becoming digitised, which is rendering analogue modems obsolete.	An improvement to the network connectivity is essential. HP is currently conducting a feasibility study into broadband connectivity. If successful, this should resolve this issue.	Work has already commenced with 3 sites already transferred to Broadband connectivity. The Wiki could hold information on how to overcome replication problems using dial up modems.
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Low Stock Items List to be Updated and Issued with Quarterly Reports

Equipment	System quantity	Spares held	Comment
72GB HDD	50	3	Internal discs for Ultra30 workstations
DAT tape drives	26	3	Used for daily system backups at each site
Laptop	1	0	RAFAT only
Printer	15	2	TIMS Report printing
UPS	3	0	Used at Primary sites only (Henlow, Valley, Linton)
JetDirect	10	1	Provides connection to network printers

