



Ministry of Defence

MOD Terms and Conditions for DEVELOPMENT OF AMMO - SSP/00240

Dated: 13 December 2018

1 Definitions - In the Contract:

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

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

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

Contractor means the person, firm or company specified as such in the Contract;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

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;

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

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

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

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.

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

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

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

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

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC) and Clause 5.

5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, 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 5.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, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.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 Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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.
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) .

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

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

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

7 Intellectual Property

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

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

8 Supply of Contractor Deliverables and Quality Assurance

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

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

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

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

9 Supply of Hazardous Contractor Deliverables a.

The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:

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

- (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
- (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
- (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

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

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 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 15.a the dispute shall be referred to arbitration

and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the 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 or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

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

19 Limitation of Contractor's Liability

a. Subject to Clause b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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

- (1) for:
 - (a) any liquidated damages (to the extent expressly provided for under this Contract);
 - (b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

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

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

DEFCON503 (SC1) (Edn. 12/16) – Amendments to Contract

DEFCON514A (Edn. 03/16) – Failure of Performance under Research and Development Contracts

DEFCON534 (Edn. 06/17) – Subcontracting and Prompt Payment

DEFCON601 (SC) (Edn. 03/15) – Redundant Materiel

DEFCON609 (SC1) (Edn. 12/16) – Contractor's Records

DEFCON611 (SC1) (Edn. 12/16) – Issued Property

DEFCON620 (SC1) (Edn. 12/16) – Contract Change Control Procedure

DEFCON649 (SC1) (Edn. 12/16) - Vesting

DEFCON660 (Edn. 12/15) – Official Sensitive Security Requirements

DEFCON 703 (Edn. 08/13) – Intellectual Property Rights – Vesting in the Authority

21 The special conditions that apply to this Contract are:

21(a) The duration of this Contract shall be from the date the Purchase Order is signed until the date the final deliverable is delivered.

21(b) The contractor shall fulfil all the tasks detailed in Annex A - Statement of Requirements in the process of producing the Deliverables detailed in the Purchase Order attached to these Terms and Conditions.

21(c) The Contractor shall possess a valid ISO9001:2015 certification at the time of contract award and shall maintain said certification for the duration of the Contract.

21(d) The standard target set provided for testing of the revised [REDACTED] shall be provided with a manufacture warranty for a 10 year shelf life.

21(e) The Contractor shall be solely responsible for the disposal of the Government Furnished Assets, the quantity and type of which are listed in Annex B – Government Furnished Assets Register, provided by the Authority for the undertaking of this Contract.

Before any act of disposal the Contractor shall contact the Authority for its authorisation as per DEFCON611 (SC1) (Edn. 12/16).

The processes that apply to this Contract are:

Not Applicable

Annex A – Statement of Requirement – Development of AMMO

1. The Authority has a requirement to produce an updated [REDACTED] that [REDACTED]

Development of [REDACTED]

2. The Contractor shall provide a number of proposals, this number subject to the number of viable options in the Contractor's expert opinion, for updating the current [REDACTED]. These options shall be provided to the Authority for review.
3. Following the Authority's review, a formal meeting shall be held between representatives of the Contractor and the Authority to decide upon an acceptable proposal that meets the Authority's requirement. Should no acceptable proposal exist then further iterations to [REDACTED] shall be directed in this meeting and the Contractor shall provide an updated proposal for the Authority's requirement, which shall be subject to the Authority's review.

This process shall continue until both parties agree upon a defined specification for the updated [REDACTED]. This shall henceforth be referred to in this document as [REDACTED]

4. The approved drawings and specification shall be provided to the Authority in the form of a .pdf document, Computer Aided design drawings of .dwg format shall also be available upon request.

Manufacture of Test Rounds, Testing [REDACTED] and Production of Report

5. Once agreement is reached on the [REDACTED], the Contractor shall test the [REDACTED] and produce a report detailing [REDACTED] in accordance with following Conditions:
 - (a) The Authority shall provide the Contractor with [REDACTED] as Government Furnished Assets as specified in Annex B – Government Furnished Assets Register. [REDACTED] must be used in said testing and shall be disposed of by the Contractor upon the completion of this contract as per Condition 21(e) of the Terms and Conditions.
 - (b) The Contractor shall manufacture, via a suitably qualified manufacturer, [REDACTED], to high precision, for the testing detailed in Condition 5(c), including creating the tooling for this purpose.
 - (c) The Contractor shall undertake Depth of Penetration testing of [REDACTED] at a suitably qualified Ballistic Test Range, across a range of velocities above and below the expected muzzle velocities.

The standard target set used for the Depth of Penetration testing shall comprise of annealed aluminium blocks of the following properties, 100 x 100 x 100 mm Aluminium 6082 bar annealed back to the T0 condition, in 3 configurations as per previous work developing this specification. These configurations are as follows:

- (a) Bare Aluminium Block
- (b) Aluminium Block faced with ceramic tile. The ceramic to be used shall be Sintox FA, 95% Alumina, 4mm thick. Araldite shall be used to mount the ceramic onto the aluminium bar.
- (c) Aluminium Block faced with a high hardness steel plate. The steel to be used shall be approximately 10mm thick EN3 hardened to 160Hv. Araldite shall be used to mount the steel onto the aluminium bar.

(d) The Contractor shall provide analysis of the Depth of Penetration testing referred in Condition 5(c)

[REDACTED]

Depth of Penetration test results into metallic targets (as specified in Condition 5c) must perform [REDACTED], where possible. Acceptance of Depth of Penetration performance > +95% of the CI shall be discussed in collaboration with DSTL. Depth of Penetration results into metallic targets (as specified in Condition 5b) [REDACTED]

(e) The analysis provided by the Contractor in Condition 5(d) shall be provided to the Authority in report form including the supporting information, experimental method, results and comparison with original factory produced rounds.

6. As per DEFCON703 in the Terms and Conditions of this Contract, all intellectual property rights to [REDACTED] shall remain the property of the Authority.

7. The activities listed in this Annex A – Statement of Work shall result in the output of the Deliverables listed in the Purchase Order of this Contract.

ANNEX B – GOVERNMENT FURNISHED ASSETS REGISTER

Line	NSN	Quantity	Item	Return/Dispose
1	N/A	[REDACTED]	[REDACTED]	[REDACTED]



SSP/00240 – DEVELOPMENT OF AMMO C

P11959

12th December 2018

A proposal by:

Cranfield Defence & Security (CDS)

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Cranfield University is a British post-graduate and research-based university. Cranfield's excellence in teaching and research is recognised through many different awards and accolades as well as sector rankings for post-graduate only institutions.

Our key areas of expertise and capabilities are grouped under eight main themes:

- Aerospace
- Agri-food
- Defence and Security
- Energy
- Environment and Water
- Leadership and Management
- Manufacturing
- Transport Systems



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Understanding of the Task and Approach



As the research progresses there may be instances of required deviation from the processes or materials stated in Annex A to the ITT, if this comes to pass Cranfield will inform DE&S (and/or their appointed technical representative) with the reason(s) and proposed new direction resulting from the deviation prior to further action.

The time line and deliverables are as described below, revised from our previous proposal dated 19th September 2018, as per your request dated 11th December 2018. Please note that servicing the courses for the Defence Academy will take priority if there is a last minute call on resources.

This timeline is only an indicative representation of the durations required for tasks as a number of decision points are contained within the ITT that will have to be made by DE&S and any technical representative they may appoint, the scheduling of which are outside the control of Cranfield University.

Validity

This offer will remain valid from the date of the proposal for a period of thirty (30) days for unqualified acceptance by the customer.

Accreditation/Quality Assurance

Cranfield University is accredited and operates against the following internationally applied British Standards:

- ISO 14001:2004 - Environmental Management System;
- OHSAS 18001 - Occupation Health and Safety Management Systems; and
- ISO 9001:2015 - Management System

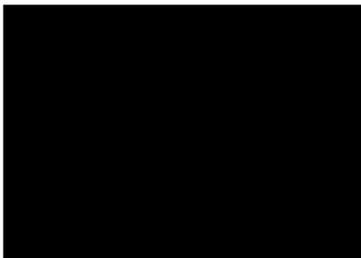
A copy of the ISO 9001:2015 certification is attached as evidence of this accreditation.

Cranfield University has in place Cyber Essentials Accreditation.

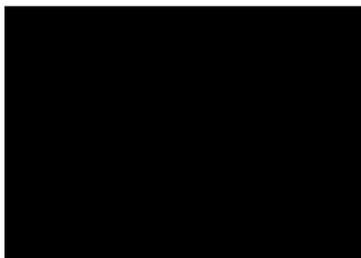
Points of Contact

We look forward to undertaking this work and in the interim if there is any aspect which you wish to discuss, please do not hesitate to contact the appropriate points of contacts:

Technical/Project
Management:



Commercial:





Ministry of Defence

PURCHASE ORDER

Contract No: SSP/00240

Contract Name: DEVELOPMENT OF AMMO

Dated: 13/09/2018

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £118,133) (Edn 02/18)

Contractor	Quality Assurance Requirements (Clause 8)
<p>Name: CRANFIELD UNIVERSITY</p> <p>Registered Address: DEFENCE ACADEMY SHRIVENHAM SN6 8LA</p>	<p>As per Clause 8 and the Quality Assurance Requirements specified below;</p> <p>- The Contractor must be ISO9001:2015 accredited and provide evidence of this requirement in their Tender.</p>
Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
<p>Name:</p> <p>Address:</p>	<p>Select method of transport of Deliverables</p> <p>To be Delivered by the Contactor <input type="checkbox"/> [Special Instructions]</p> <p>To be Collected by the Authority <input checked="" type="checkbox"/></p> <p>[Special Instructions] As per ITT, T&Cs and Purchase Order.</p> <p>Each consignment of the Deliverables shall be accompanied by a Delivery Note</p>

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject: Meeting to be held as per Annex A – Statement of Requirement paragraph 3 to decide upon Authority approved proposal for updating Ammo C specification.</p> <p>Frequency: Intended to be 1 but may require further meetings.</p> <p>Location: To be decided between the parties.</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject: N/A - Informal email and telephone calls will be made to check on progress but no formal reports required.</p> <p>Frequency: N/A Method of Delivery: N/A Delivery Address: N/A</p>
Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.gov.uk/acquisition-operating-framework/content/tactical/toolkit/index.htm (Registration is required).</p> <p>https://www.gov.uk/government/organisations/mini-stry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date: 21/09/2018</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

**3. Packaging Design Authority:**

Organisation and point of contact:

[REDACTED]

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

**4. (a) Supply/Support Management Branch or Order Manager Branch/Name:****(b) U.I.N.****5. Drawings/Specifications are available from:****6. Intentionally Left Blank****7. Quality Assurance Representative:**

Martin Mould

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

DEFCON 627 (SC1) and AQAP 2110 Ed D V.1

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:

Please see attached Purchase Order.

10. Transport. The appropriate Ministry of Defence Transport Offices are:A. **DSCOM.** DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCSJSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com**11. The Invoice Paying Authority:**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website**is:**<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through *:**Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcott

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

Applications via fax or email: DESLCSLS-OpFormsandPubs@mod.uk**Applications via fax or email:** DESLCSLS-OpFormsandPubs@mod.uk*** NOTE**

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

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

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

Contractor's Commercially Sensitive Information (Clause 4). Not to be Published

Description of Contractor's Commercially Sensitive Information:

[REDACTED]

Cross reference to location of sensitive information:

[REDACTED]

Explanation of Sensitivity:

[REDACTED]

Details of potential harm resulting from disclosure:

[REDACTED]

Period of Confidence (if Applicable):

Contact Details for Transparency / Freedom of Information matters:

[REDACTED]

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for **10** days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (up to £118,133) (Edn 02/18)

Name (Block Capitals): [REDACTED]

Position: [REDACTED]

For and on behalf of the Contractor:

Authorised Signatory: [REDACTED]

Date: [REDACTED]

B) Acceptance

Name (Block Capitals): [REDACTED]

Position:

For and on behalf of the Authority:

Authorised Signatory: [REDACTED]

Date: [REDACTED]

C) **Effective Date of Contract:** Date in 'Offer and Acceptance Box A Above.

SCHEDULE OF REQUIREMENTS – SSP/00240 – DEVELOPMENT OF AMMO

Deliverables

Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	N/A	N/A	Production of [REDACTED] as per Annex A - Statement of Requirement Paragraphs 2-4.	Please see below.	N/A	8 March 2019	N/A	[REDACTED]	[REDACTED]
2	N/A	N/A	Manufacture of [REDACTED] Full Report on the performance of [REDACTED] as per Annex A - Statement of Requirement Paragraph 5.	Please see below.	N/A	17 July 2019	N/A	[REDACTED]	
								Total Firm Price	£39,000

Item Number	Consignee Address
1 and 2	[REDACTED]