



**Ministry  
of Defence**



## **Defence Equipment & Support Vehicle Support Team**

**Contract No: 703040452**

**For:**

## **Wheeled Tanker In-Service Support**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>	<b>And</b>
<b>Team Name and address:</b>  <b>Defence Equipment &amp; Support Vehicle Support Team Cedar 1A #4110 MOD Abbey Wood Bristol, BS34 8JH</b>	<b>Contractor Name and address:</b>  <b>OSHKOSH DEFENSE, LLC 2307 Oregon Street Oshkosh Wisconsin 54903-2566 U.S.A.</b>
<b>E-mail Address: [REDACTED]</b>	<b>E-mail Address: [REDACTED]</b>
<b>Telephone Number: [REDACTED]</b>	<b>Telephone Number: [REDACTED]</b>

**Contract Terms and Conditions****Table of Contents**

<a href="#">Contract Terms and Conditions .....</a>	<a href="#">2</a>
<a href="#">1.Schedule of Requirements.....</a>	<a href="#">6</a>
<a href="#">Schedule of Requirements.....</a>	<a href="#">6</a>
<a href="#">2.DEFCONS.....</a>	<a href="#">8</a>
<a href="#">DEFCON 005J.....</a>	<a href="#">8</a>
<a href="#">DEFCON 023 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 068 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 076 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 082 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 113 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 117 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 129 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 129J.....</a>	<a href="#">8</a>
<a href="#">DEFCON 501 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 503 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 507 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 513 .....</a>	<a href="#">8</a>
<a href="#">DEFCON 514 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 515 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 516 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 518 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 520 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 522 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 524 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 524A.....</a>	<a href="#">9</a>
<a href="#">DEFCON 525 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 526 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 527 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 528 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 529 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 530 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 531 .....</a>	<a href="#">9</a>
<a href="#">DEFCON 532B.....</a>	<a href="#">10</a>
<a href="#">DEFFORM 532.....</a>	<a href="#">10</a>
<a href="#">DEFCON 534 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 537 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 538 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 539 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 550 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 566 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 601 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 602A.....</a>	<a href="#">12</a>
<a href="#">DEFCON 604 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 605 .....</a>	<a href="#">12</a>
<a href="#">DEFCON 606 .....</a>	<a href="#">12</a>

DEFCON 608 .....	12
DEFCON 609 .....	12
DEFCON 611 .....	12
12DEFCON 612 .....	12
DEFCON 620 .....	13
DEFCON 621B .....	13
DEFCON 624 .....	13
DEFCON 627 .....	13
DEFCON 637 .....	13
DEFCON 642 .....	13
DEFCON 644 .....	13
DEFCON 646 .....	13
DEFCON 647 .....	13
DEFCON 654 .....	13
DEFCON 656B .....	13
DEFCON 658 .....	13
DEFCON 658 - Cyber Risk Profile - Low .....	13
DEFCON 660 .....	13
DEFCON 675 .....	13
DEFCON 678 .....	14
DEFCON 691 .....	14
DEFCON 694 .....	14
3.General Conditions .....	15
Duration.....	15
Order of Precedence .....	15
Design Authority Requirements .....	15
Authorising of Non-Core Tasks .....	17
Ordering Procedure for Replenishment Items .....	18
Authorising of Repairs .....	18
Self-to-Self Delivery .....	19
Earned Value Management Requirements .....	19
Government Furnished Assets .....	19
Government Furnished Information .....	19
Supply Chain Data - Narrative .....	19
Sustainable Procurement - Best Practice .....	20
Obsolescence Management .....	20
Obsolescence Management - Narrative 6 .....	20
Obsolescence Management - Narrative 7 .....	20
Obsolescence Management - Narrative 8 .....	20
Obsolescence Management - Narrative 9 .....	20
Obsolescence Management - Narrative 10 .....	20
Obsolescence Management - Narrative 11 .....	21
Obsolescence Management - Narrative 18 .....	21
Obsolescence Management - Narrative 22 .....	21
4.Quality Assurance Conditions .....	22
AQAP 2105 .....	22
AQAP 2110 .....	22
AQAP 2210 .....	22
AQAP 2310 .....	22

DEFSTAN 05-061 Pt 1 .....	22
DEFSTAN 05-061 Pt 4 .....	22
DEFSTAN 05-061 Pt 9 .....	22
DEFSTAN 05-135.....	22
5.Payment Terms .....	23
DEFCON 649 .....	23
Payment & Invoicing.....	23
6.Special Indemnity Conditions.....	25
DEFCON 661 .....	25
DEFCON 697 .....	25
Contractors on Deployed Operations.....	25
7.Pricing .....	26
DEFCON 800 .....	26
DEFCON 801 .....	26
DEFCON 802 .....	26
DEFCON 804 .....	26
QDC Reporting.....	26
Prices .....	26
Variation of Price .....	27
Exercise of Options .....	28
Key Performance Indicators.....	29
Limitation of Contractors Liability .....	29
8.Intellectual Property Rights .....	35
DEFCON 014 .....	35
DEFCON 015 (02/98) .....	35
Note.....	35
DEFCON 016 .....	35
DEFCON 021 (06/21) .....	35
DEFCON 090 .....	35
Note.....	35
DEFCON 091 .....	35
Note.....	35
DEFCON 632 .....	35
Procedure for Making Direct Agreements with Sub-Contractors .....	35
Third Party IPR Authorisation .....	35
Commercial Exploitation of Hardware.....	36
Contract Annexes .....	37
Annex A - Schedule of Work (SOW) .....	37
Annex B - Fleet Description .....	37
Annex C - List of AESPs.....	37
Annex D - Schedule of Deliverables .....	37
Annex E - PDS Tasking Form.....	37
Annex F - System Requirements Document (SRD) .....	37
Annex G - Documentation Review Template .....	38
Annex H - Schedule of Meetings .....	38
Annex I - Security Aspects Letter (SAL).....	38
Annex J - Key Performance Indicators (KPIs) .....	38
Annex K - Price List - Applicable Spares.....	38
Annex L - List of Repairables.....	38

<a href="#">Annex M - Price List - Training Courses.....</a>	<a href="#">38</a>
<a href="#">Annex N - Risk Scoring Scheme.....</a>	<a href="#">38</a>
<a href="#">Annex O - Approved Task List.....</a>	<a href="#">38</a>
<a href="#">Annex P - List of Applicable Software.....</a>	<a href="#">38</a>
<a href="#">Annex Q - Action Plan Template.....</a>	<a href="#">38</a>
<a href="#">Annex R - Labour Rates.....</a>	<a href="#">39</a>
<a href="#">Annex S - Price List - Options for Additional Equipment.....</a>	<a href="#">39</a>
<a href="#">Annex T - GFE List.....</a>	<a href="#">39</a>
<a href="#">Annex U - Safety Notice Process.....</a>	<a href="#">39</a>
<a href="#">Annex V - DEFFORM 647B - Financial Reporting Template.....</a>	<a href="#">39</a>
<a href="#">Annex W - Risk Register Template.....</a>	<a href="#">39</a>
<a href="#">Annex X - Authority's Integrated Logistic Support Plan.....</a>	<a href="#">39</a>
<a href="#">Annex Y - Authority's Supply Support Plan.....</a>	<a href="#">39</a>
<a href="#">Annex Z - Minutes of Meetings Template.....</a>	<a href="#">39</a>
<a href="#">Annex AA - Record of Capital Spares Purchases.....</a>	<a href="#">39</a>
<a href="#">Annex BB - Option Prices for Extension.....</a>	<a href="#">40</a>
<a href="#">Annex CC - Commercial Exploitation.....</a>	<a href="#">41</a>
<a href="#">Agreement for Hardware Where Percentage Levy Rates Apply.....</a>	<a href="#">41</a>
<a href="#">Annex DD - DEFFORM 177.....</a>	<a href="#">48</a>
<a href="#">DEFFORM 177.....</a>	<a href="#">48</a>
<a href="#">Annex EE - Data Item Descriptions (DID).....</a>	<a href="#">51</a>
<a href="#">DEFFORM 111.....</a>	<a href="#">52</a>
<a href="#">DEFFORM 111.....</a>	<a href="#">52</a>
<a href="#">Deliverables.....</a>	<a href="#">54</a>
<a href="#">Deliverables Note.....</a>	<a href="#">54</a>
<a href="#">Supplier Contractual Deliverables.....</a>	<a href="#">54</a>
<a href="#">Buyer Contractual Deliverables.....</a>	<a href="#">62</a>

## 1. Schedule of Requirements

### SCHEDULE OF REQUIREMENTS

Name & Address of Contractor:  <b>Oshkosh Defense, LLC</b> <b>2307 Oregon Street</b> <b>PO Box 2566</b> <b>Oshkosh</b> <b>Wisconsin 54903-2566</b> <b>U.S.A.</b>	<b>MINISTRY OF DEFENCE</b>  <b>WHEELED TANKER</b> <b>IN-SERVICE SUPPORT</b>	<b>CONTRACT No:</b>  <b>703040452</b>  (To be quoted on all correspondence)
		<b>Date of Contract:</b> <b>06 June 2023</b>

### Articles Required

Item No	DESCRIPTION	QTY	PRICE (£) Ex VAT
1	Provision of the Core Services as detailed in Statement of Work at Annex A to the Contract.  Year 1 - for the period from 1st April 2023 to 31st March 2024  Year 2 - for the period from 1st April 2024 to 31st March 2025  Year 3 - for the period from 1st April 2025 to 31st March 2026  Year 4 - for the period from 1st April 2026 to 31st March 2027		Firm Price per year  [REDACTED]  [REDACTED]  [REDACTED]  Fixed Price per Year  [REDACTED]

	Year 5 - for the period from 1st April 2027 to 31st March 2028 Year 6 - for the period from 1st April 2028 to 31st March 2029 Year 7 - for the period from 1st April 2029 to 31st March 2030		[REDACTED]  [REDACTED]  [REDACTED]
2	Provision of Non-Core Tasking as listed on individual Tasking Forms, as at Annex E.		Utilising Firm/Fixed Rates at Annex R and incorporated into the contract at Annex O
3	Supply of Replenishment and/or additional Spares, Capital Spares, CES, STTE and Reusable Packaging, as detailed At Annex A.		See Firm/Fixed Price List at Annex K
4	Provision of a Repair service as detailed at Annex A, covering all Repairable Items as detailed at Annex L.		Utilising Firm/Fixed Rates at Annex R
5	Provision of Training as detailed at Annex A		See Firm/Fixed Prices at Annex M
6	Provision of Additional Equipment Option Items as detailed at Annex A.		See Firm/Fixed Price List at Annex S
7	ITN Deliverables / Bid Costs. To include draft and Final copies of plans requested in ITN documentation		<b>Firm Price</b>  [REDACTED]

## **Contract Terms and Conditions**

### **2. DEFCONS**

#### **DEFCON 005J**

DEFCON 005J (Edn. 11/16) - Unique Identifiers

#### **DEFCON 023**

DEFCON 023 (Edn. 06/21) - Special Jigs, Tooling and Test Equipment

#### **DEFCON 068**

DEFCON 068 (Edn. 05/21) - Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor

#### **DEFCON 076**

DEFCON 076 (Edn. 06/21) - Contractor's Personnel at Government Establishments

#### **DEFCON 082**

DEFCON 082 (Edn. 06/21) - Special Procedure For Initial Spares

#### **DEFCON 113**

DEFCON 113 (Edn. 02/17) - Diversion Orders

#### **DEFCON 117**

DEFCON 117 (Edn. 07/21) - Supply Of Information For NATO Codification And Defence Inventory Introduction

#### **DEFCON 129**

DEFCON 129 (Edn. 07/21) - Packaging (For Articles other than Munitions)

#### **DEFCON 129J**

DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form

#### **DEFCON 501**

DEFCON 501 (Edn. 10/21) - Definitions And Interpretations

#### **DEFCON 503**

DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract

#### **DEFCON 507**

DEFCON 507 (Edn. 07/21) - Delivery

#### **DEFCON 513**

DEFCON 513 (Edn. 04/22) - VAT and other Taxes



**DEFCON 514**

DEFCON 514 (Edn. 08/15) - Material Breach

**DEFCON 515**

DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency

**DEFCON 516**

DEFCON 516 (Edn. 04/12) - Equality

**DEFCON 518**

DEFCON 518 (Edn. 02/17) - Transfer

**DEFCON 520**

DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission

**DEFCON 522**

DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due

**DEFCON 524**

DEFCON 524 (Edn. 12/21) - Rejection

**DEFCON 524A**

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

**DEFCON 525**

DEFCON 525 (Edn. 10/98) - Acceptance

**DEFCON 526**

DEFCON 526 (Edn. 08/02) - Notices

**DEFCON 527**

DEFCON 527 (Edn. 09/97) - Waiver

**DEFCON 528**

DEFCON 528 (Edn. 07/21) - Import and Export Licences

Note: The periods specified in Clause 16 shall be 30 Days

**DEFCON 529**

DEFCON 529 (Edn. 09/97) - Law (English)

**DEFCON 530**

DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)

**DEFCON 531**

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

**DEFCON 532B**

DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

**DEFFORM 532****Personal Data Particulars****DEFFORM 532**

Edn 10/19

.....

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><b>Vehicle Support Team, Cedar 1A #4110, MOD Abbey Wood, Bristol, BS34 8JH</b></p> <p><b>Contact details are contained within the DEFFORM 111.</b></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><b>Oshkosh Defense, LLC</b></p> <p><b><u>Location 1:</u></b></p> <p><b>2307 Oregon Street, Oshkosh, Wisconsin 54902, USA</b></p> <p><b><u>Location 2:</u></b></p> <p><b>Argentum, 510 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ, UK</b></p> <p><b>Contact details are contained within the DEFFORM 111.</b></p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p><b>Staff of the Authority (including Customer/Users), the Contractor and the Contractor's suppliers/sub-contractors.</b></p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><b>Name, job title, work address, telephone number and email address.</b></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the</p>

	Contract concern the following Special Categories of data: <b>N/A</b>
<b>Subject matter of the processing</b>	The processing activities to be performed under the contract are as follows: <b>To allow the Contractor to contact the relevant personnel in connection with performance of this Contract.</b>
<b>Nature and the purposes of the Processing</b>	The Personal Data to be processed under the Contract will be processed as follows: <b>Nature of Processing: Collection, recording, storage and use of.</b> <b>Purpose of Processing: Access to sites, commercial and technical points of contact.</b>
<b>Technical and organisational measures</b>	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <b>Data shall be used only in connection with this Contract.</b>
<b>Instructions for disposal of Personal Data</b>	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <b>Retain for the duration of the Contract and destroy within one year of Contract expiry.</b>
<b>Date from which Personal Data is to be processed</b>	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <b>N/A</b>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

**DEFCON 534**

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

**DEFCON 537**

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

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 539**

DEFCON 539 (Edn. 01/22) - Transparency

**DEFCON 550**

DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law

**DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

**DEFCON 601**

DEFCON 601 (Edn. 04/14) - Redundant Material

**DEFCON 602A**

DEFCON 602A (Edn. 12/17) - Quality Assurance (With Deliverable Quality Plan)

**DEFCON 604**

DEFCON 604 (Edn. 06/14) - Progress Reports

**DEFCON 605**

DEFCON 605 (Edn. 06/14) - Financial Reports

**DEFCON 606**

DEFCON 606 (Edn. 07/21) - Change and Configuration Control Procedure

**DEFCON 608**

DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

**DEFCON 609**

DEFCON 609 (Edn. 07/21) - Contractor's Records

**DEFCON 611**

DEFCON 611 (Edn. 02/16) - Issued Property

**DEFCON 612**

DEFCON 612 (Edn. 06/21) - Loss of or Damage to the Articles

**DEFCON 620**

DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure

**DEFCON 621B**

DEFCON 621B (Edn. 10/14) - Transport (if the Contractor is responsible for transport).

**DEFCON 624**

DEFCON 624 (Edn. 11/13) - Use of Asbestos

**DEFCON 627**

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

**DEFCON 637**

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

**DEFCON 642**

DEFCON 642 (Edn. 07/21) - Progress Meetings

**DEFCON 644**

DEFCON 644 (Edn. 07/18) - Marking of Articles

**DEFCON 646**

DEFCON 646 (Edn. 10/98) - Law and Jurisdiction (Foreign Suppliers)

**DEFCON 647**

DEFCON 647 (Edn. 05/21) - Financial Management Information

**DEFCON 654**

DEFCON 654 (Edn. 10/98) - Government Reciprocal Audit Arrangements

**DEFCON 656B**

DEFCON 656B (Edn. 08/16) - Termination for Convenience (Contracts £5M and over)

**DEFCON 658**

**DEFCON 658** (Edn. 10/22) - Cyber

**DEFCON 658 - Cyber Risk Profile - Low**

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138. Risk Assessment Ref: 733397146 refers.

**DEFCON 660**

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

**DEFCON 675**

DEFCON 675 (Edn. 03/21) - Advertising Subcontracts (Defence and Security Public Contracts

MOD

MOD Purchase Contract (CPA) 703040452

Regulations 2011 only)

**DEFCON 678**

DEFCON 678 (Edn. 09/19) - SME Spend Data Collection

**DEFCON 691**

DEFCON 691 (Edn. 03/15) - Timber and Wood – Derived Products

**DEFCON 694**

DEFCON 694 (Edn. 07/21) - Accounting For Property of the Authority

### **3. General Conditions**

#### **3.1 Duration**

3.1.1 The Contract shall commence on 1st April 2023 and shall expire on 31st March 2030, subject to the exercise of any Options to extend in accordance with Condition 7.4.

3.1.2 For all tasks authorised under the Contract, the Terms and Conditions of the Contract shall apply until all work has been completed to the satisfaction of the Authority's Project Manager (APM) as detailed in the DEFFORM 111.

#### **3.2 Order of Precedence**

3.2.1 In the event of any conflict or discrepancy between any aspect of the documentation under the Contract, the order of precedence of the documentation shall be as follows:

- a. Terms and Conditions of Contract;
- b. Annexes to this Contract;
- c. Attachments or Appendices to Annexes to this Contract;

3.2.2 In the event that any conflict or discrepancy between any of the contract Conditions and any DEFCONS, DEFFORM or applicable standards then the contract Conditions shall prevail.

#### **3.3 Design Authority Requirements**

3.3.1 The Contractor shall be the Design Authority for the overall design of all the Articles delivered under this Contract. The Contractor shall prepare and maintain all design specifications and manufacturing records in accordance with the Terms and Conditions of this Contract and provide the appropriate sub-system and interface data in the form of specifications and drawings for those parts of the system or equipment that are to be designated by other Design Authorities.

3.3.2 The Contractor shall maintain the agreement (the "Escrow Agreement") originally established under Contract CSVHC/06 with the Authority and an independent Escrow Agent based in the United Kingdom in relation to the assembly, maintenance, disclosure and use of a data pack (the "Data Pack") containing all technical information, including specifications and drawings, relating to the Articles (including special tools, training equipment and test equipment) necessary to enable and entitle the Authority, by itself and through its agents and contractors, to manufacture, to modify, to maintain, repair and otherwise support, and to dispose of the Articles.

3.3.3 The Data Pack shall exclude detailed manufacturing data relating to sub-systems the intellectual property rights in which are owned by the Contractor or his sub-contractors, but shall not exclude form, fit and function data, a full identification of the sub-contractors concerned and their part/subsystems, or any other data used by the Contractor to procure the sub-systems and integrate them within the whole Articles.

3.3.4 The Escrow Agreement shall give effect to the following:

- a. The Escrow Agent shall be responsible for holding the Data Pack in the United Kingdom as trustee for the Authority and the Contractor, for as long as at least one of the Authority and the Contractor is prepared to pay him for this service. The Escrow Agent shall provide all of its services under the Agreement at the Contractor's expense for the duration of the Contract or any follow-on contract, and thereafter at the Authority's expense should the Authority require continuation of the Agreement.
- b. The Authority shall become the irrevocable non-exclusive licensee of the Data Pack upon receipt by the Escrow Agent. The Authority may take possession of it notwithstanding any administration, receivership winding-up or liquidation of the Escrow Agent or any transfer of its assets to any third party, but not without first affording the Contractor a reasonable opportunity to establish a further such Escrow Agreement for the Data Pack with an alternative Escrow Agent in the United Kingdom which is approved by the Authority. The Authority may also take possession of the Data Pack in the event that the Contractor is no longer willing to pay for the services of the Escrow Agent in accordance with sub-paragraph 4b above.
- c. The Escrow Agreement may only be terminated by consent of the Authority. On termination of the Agreement and subject to prior agreement with the Authority, the Data Pack shall revert to the Contractor.
- d. For the duration of the Contract and any follow-on contract between the Contractor and the Authority, the Contractor shall be responsible for updating and maintaining the Data Pack in a form which can be used by a competent user to manufacture, to modify, to maintain, repair and otherwise support, and to dispose of the Articles. Should there be any changes to the design of the Articles during the duration of the Contract or for any follow-on contract, the Contractor shall be responsible for updating the Data Pack to reflect the latest build standard of the Articles.
- e. The Data Pack will be maintained on media for which software needed to access and use the contents of the Data is readily commercially available in the United Kingdom at the time the associated Data Pack and any update thereto is placed in Escrow. Each part of the Data Pack will include, amongst other things, any part of the following, which is relevant: -
- i. Details of the deposit, full name and version details, media type, back-up command/software package used, including version number and full supplier details, compression used, archive hardware and operating system details.
  - ii. Any password/encryption details required.
  - iii. Directory listing of the contents of the media.
  - iv. Documentation describing the procedures for building, compiling and installing any software including names and versions of the development tools.
  - v. Software design information (e.g. module names and functionality), if any.
  - vi. Name and contact details of Contractor employees possessing the requisite



knowledge to maintain and support the Data Packages.

3.3.5 The Authority shall be entitled to inspect the contents of the Data Pack in confidence at any reasonable time throughout the term of the Escrow Agreement solely for the purpose of verifying that the contents are complete and that the Contractor is complying with its obligations to maintain the Data Pack. The Authority, with the Contractor's consent which will not be unreasonably withheld, may employ one or more technical support contractors who shall be entitled to inspect the contents of the Data Pack on the Authority's behalf for the above purpose.

3.3.6 The Escrow Agent shall be required to disclose to the Authority or its nominee, and the Authority shall by itself and through its agents and contractors be entitled to receive from the Escrow Agent, to use and to disclose in confidence, the contents of the Data Pack, and to use any of the Contractor's or sub-contractor's intellectual property rights therein, without charge to the extent necessary to manufacture, to modify, to maintain, repair and otherwise support, and dispose of the Articles if and to the extent that, during the Contract Term, the Contractor is in Default (as defined in DEFCON 514 (Material Breach)) of its obligations under the Contract or if and to the extent that the Contractor is unwilling or unable to do on fair and reasonable terms if so requested by the Authority outside the Contract or the Contractor is unwilling or unable to provide any part of the Articles or any parts thereof or to support any such part.

### **3.4 Authorising of Non-Core Tasks**

3.4.1 Non-Core Tasks under Contract SOR Item 2 shall be requested by the Authority in accordance with Annex A of the Contract, utilising the Task Form at Annex E of the Contract.

3.4.2 These Tasks shall be quoted and priced using the man rates detailed at Annex R of the Contract.

3.4.3 The issue of a Tasking Proforma as detailed in paragraph 3.4.4 below does not commit the Authority to placing any specific task with the Contractor. In addition, the Contractor shall not charge for time spent preparing an estimate for work that the Authority does not wish to go ahead with. The Authority reserves the right to seek competitive quotes for individual tasks. The Contractor shall be afforded the opportunity to bid for such tasks provided that his performance against the Contract has until then been satisfactory.

#### **3.4.4 Tasking Procedure:**

- a. The Authority will raise a Request for a Time/Cost Quotation using Task Form Part 1 as detailed at Annex E of the Contract.
- b. The Contractor shall respond by completing a Time/Cost Quotation in Task Form Part 2 as detailed at Annex E of the Contract.
- c. The Authority will issue a Task Acceptance using Task Form Part 3 as detailed at Annex E of the Contract.
- d. Upon Completion of the task, the Contractor shall complete the Task Form Part 4 confirming compliance against the agreed Acceptance Criteria as stated at Task Form Part 1 and where appropriate providing supporting evidence of their compliance. The Authority shall evaluate the evidence provided against the work completed and once content shall sign the Task Form Part 4.

- e. The List of Approved Tasks will be incorporated into Annex O of the Contract for reference purposes. This shall be achieved by Contract Amendment on a periodic/opportunity basis.

### **3.5 Ordering Procedure for Replenishment Items**

3.5.1 Orders for the supply of replenishment or additional spares, Capital Spares, CES or STTE will be made by the Authority or Babcock in accordance with the Ordering Procedure detailed at Annex A. Orders shall cover the supply of such quantities as may be required from time to time by the Authority.

3.5.2 Orders for Capital Spares shall be recorded in Annex AA to the Contract.

3.5.3 Articles should be packed to the standard stipulated on the Contract and be delivered to the Authority's nominated delivery address.

3.5.4 Where responsibility for managing and purchasing of spares has been transferred by the Authority to Babcock, all Parties will maintain compliance with the terms and conditions contained in this Contract. In addition to VOP changes the mechanism and process for the inclusion of additional Items to Annex K is set out at Annex A of the Contract.

### **3.6 Authorising of Repairs**

3.6.1 Articles for repair will be issued to the Contractor's choice of OEM/Supplier by Babcock, as the Authority's Authorised Demander in accordance with the Authority//Babcock's agreed Repair Plan (RP).

3.6.2 Articles for repair will be issued to the Contractor as Contract Work Items supported by a Babcock Purchase order and shall be managed as detailed at Annex A of the Contract.

3.6.3 For each Article for Repair the Contractor shall submit a quotation, within ten (10) for Urgent requirements and Twenty-Five (25) working days for Routine requirements, broken down to include:

- a. Labour costs– with a breakdown of hours for inspection, strip report, repair action and, if appropriate, disposal).
- b. Bill of Material (BoM) costs.
- c. Transportation costs.
- d. Packaging costs (Packed to required MoD Level).
- e. Repair Turn Round Time (TRT).

The response turnaround times for quotations will start from the time the repair is received at the applicable OEM/Supplier's facilities.

3.6.4 The Authority's Authorised Demander shall review and authorise each repair. Authorisation shall constitute acceptance of the quote for repair of each article provided by the Contractor.

3.6.5 In the event that any repair article is deemed Beyond Economical Repair (BER) or not agreed by the Authority, then associated costs incurred by the Contractor to include the agreed transportation and inspection costs will be recoverable by the Contractor.

### **3.7 Self-to-Self Delivery**

3.7.1 Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a subcontractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612) remain vested in the Contractor until such time as the Article is handed over to the Authority.

### **3.8 Earned Value Management Requirements**

3.8.1 The Contractor is not required to provide an Earned Value Management Plan (EVMP). All elements associated with Earned Value Management shall be provided in accordance with the requirements stated in DEFCON 647 Annex N - Risk Scoring Scheme, Annex V - Monthly Accrual Reporting, Annex W – Risk Register and DID 008 – ROMP.

### **3.9 Government Furnished Assets**

3.9.1 Jigs, tools, etc. provided on Contract CSVHC/06 under the terms of DEFCON 23 are to be used on this Contract.

### **3.10 Government Furnished Information**

3.10.1 The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

### **3.11 Supply Chain Data**

#### **3.11.1 Definitions**

3.11.1.1 In this Condition 'Subcontractor' means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly.

#### **3.11.2 Contractor Obligations**

3.11.2.1 The Contractor shall provide a list in Microsoft Excel format of each Subcontract worth more than £1m. For each Subcontract, the list shall include, in so far as is reasonably practicable:

- a. The registered name of the Subcontractor;
- b. The company registration number and DUNS number;
- c. Value, for all Subcontracts over £1m;
- d. A description of the goods or services provided;
- e. In respect of the DEFCONs that are included in this Contract and which require the

Contractor to include equivalent terms in Subcontracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and

f. In respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

3.11.2.2 The information listed in Condition 3.11.2.1 above shall be provided within 30 days of the Contract start date and thereafter updated annually to reflect any changes to the accuracy of the information.

### **3.12 Sustainable Procurement - Best Practice**

3.12.1 The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

### **3.13 Obsolescence Management**

#### **3.13.1 Obsolescence Management - Narrative 6**

Obsolescence Concern means an identified future Obsolescence Issue. Obsolescence Issue means an item within a project which has been declared obsolescent. Obsolescence Resolution means a resolution type (as defined in the Defence Logistics Framework) which is required to be implemented.

#### **3.13.2 Obsolescence Management - Narrative 7**

The Contractor shall be responsible for managing obsolescence over the entire period of the contract and, notwithstanding any Obsolescence Issues or problems; the Contractor remains responsible for meeting all performance and other requirements of this contract.

#### **3.13.3 Obsolescence Management - Narrative 8**

The Contractor shall implement a proactive Obsolescence Management strategy in accordance with IEC 62402:2007 (Obsolescence Management – Application Guide). This shall include as a minimum: - the ongoing identification and review of Obsolescence Concerns and Obsolescence Issues over [period to be defined]; - the identification of mitigation action for Obsolescence Concerns over [period to be defined]; - the identification of resolution action for Obsolescence Issues. This strategy shall include, but is not limited to, obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material").

#### **3.13.4 Obsolescence Management - Narrative 9**

The Contractor shall liaise with the Authority to ensure Obsolescence Management plans and mitigation / resolution of Obsolescence Concerns and Obsolescence Issues are appropriately aligned with the Authority's Future Capability Upgrade Programme.

#### **3.13.5 Obsolescence Management - Narrative 10**

Any configuration changes due to obsolescence shall be approved in accordance with the Configuration Management process defined in this contract.

**3.13.6 Obsolescence Management - Narrative 11**

The Contractor shall provide the Authority with obsolescence status briefs, as part of the periodic programme reviews.

**3.13.7 Obsolescence Management - Narrative 18**

The Contractor shall be liable for all costs incurred in identifying and implementing a Form Fit Function (Equivalent) replacement to resolve the Obsolescence Concern or Obsolescence Issue. The costs for which the Contractor is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering efforts, testing and qualification requirements, documentation changes. The Authority shall be responsible for all other costs associated with: - the mitigation of Obsolescence Concerns (limited to Planned System Upgrades and Risk Mitigation Buys); - the resolution of Obsolescence Issues excluding Form Fit Function (Equivalent) replacement.

**3.13.8 Obsolescence Management - Narrative 22**

The Contractor shall be responsible for all costs associated with: - the mitigation of Obsolescence Concerns; - the resolution of Obsolescence Issues. The costs for which the Contractor is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering and redesign efforts, testing and qualification requirements, documentation changes. The Contractor shall ensure that the Authority does not incur any additional costs due to obsolescence.

## **4. Quality Assurance Conditions**

### **AQAP 2105**

NATO Requirements for Deliverable Quality Plans  
Edition 2

### **AQAP 2110**

NATO Quality Assurance Requirements for Design, Development and Production.  
Edition D Version 1

### **AQAP 2210**

NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 and AQAP 2310  
Edition A Version 2

### **AQAP 2310**

NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers.  
Edition B Version 1

### **DEFSTAN 05-061 Pt 1**

Quality Assurance Procedural Requirements - Concessions  
Issue 6

### **DEFSTAN 05-061 Pt 4**

Quality Assurance Procedural Requirements - Contractor Working Parties  
Issue 3

### **DEFSTAN 05-061 Pt 9**

Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical  
Items  
Issue 5

### **DEFSTAN 05-135**

Avoidance of Counterfeit materiel

## 5. Payment Terms

### DEFCON 649

DEFCON 649 (Edn. 12/21) - Vesting

#### 5.1 Payment & Invoicing

5.1.1 All Payments against the Contract shall be made in Pounds Sterling and shall be claimed in accordance with this Condition, by submitting an electronic invoice using CP&F against the relevant Purchase Orders.

5.1.2 Claims for Contract SOR Item 1 shall be submitted to the Authority biannually in arrears.

5.1.3 Claims for Contract SOR Items 2 shall be paid on completion of the Tasks at the Prices agreed in the Task Form Part 3 and as added to Annex O of the Contract from time to time by Contract Amendment.

5.1.4 Claims for Capital Spares Purchases under Contract SOR Item 3 shall be claimed at the Price added to Annex AA of the Contract from time to time by Contract Amendment.

5.1.5 For other claims for Contract SOR Items 3 and 4, where Babcock has placed the order as the Authority's Authorised Demander, the Contractor shall raise a commercial invoice and must include the Purchase Order Number in the name of Babcock Limited and submit via email to:

**[REDACTED]**

Or to the following postal address:

I&RM Accounts Payable  
Babcock Ltd,  
Building B15,  
Donnington,  
Telford,  
Shropshire, TF2 8JT

5.1.6 Claims for Contract SOR Items 5 and 6 shall be claimed at the Prices detailed at Annex M and Annex S are required by the Authority.

5.1.7 For those Contract SOR Items which are Priced at Fixed Prices, the Contractor is entitled to claim the Fixed Price detailed in the Contract following the successful delivery / completion of items and claim adjustment for VOP thereafter in accordance with Contract Condition – Variation of Price.

5.1.8 Claims for adjustments to the Fixed Prices, shall be accompanied by full supporting details including, but not limited to, the Contract SOR Item(s), the articles delivered, or the work Authorised, the index Value(s) used and the calculation to determine the amount due. The claims shall also state the sum already claimed

MOD

MOD Purchase Contract (CPA) 703040452

and paid (if applicable) in accordance with paragraph 5.1.7 above against each article, and the balance due as the adjustment for Variation of Price in accordance with Contract Condition 7.3 – Variation of Price.



## **6. Special Indemnity Conditions**

### **DEFCON 661**

DEFCON 661 (Edn. 06/21) - War Risk Indemnity

### **DEFCON 697**

DEFCON 697 (Edn. 06/21) - Contractors on Deployed Operations

#### **6.1 Contractors on Deployed Operations**

6.1.1 Where the Authority has a requirement for the Contractor, a subcontractor, or both, to deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area (CAA), the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the contract.

## **7. Pricing**

### **DEFCON 800**

DEFCON 800 (Edn. 12/14) - Qualifying Defence Contract

### **DEFCON 801**

DEFCON 801 (Edn. 12/14) - Amendments to Qualifying Defence Contracts – Consolidated Versions

### **DEFCON 802**

DEFCON 802 (Edn. 12/14) - QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts

### **DEFCON 804**

DEFCON 804 (Edn. 03/15) - QDC: Confidentiality of Single Source Contract Regulations Information

## **7.1 QDC Reporting**

7.1.1 QDC reporting shall be in accordance with the Single Source Contract Regulations and shall be submitted using the Defence Contract Analysis and Reporting System (DefCARS). Where Quarterly Contract Reports are not required, the Contractor shall submit Interim Contract Reports on an annual basis, commencing 12 months from the date of submission of the Contract Initiation Report.

## **7.2 Prices**

7.2.1 The prices for the Articles and services to be supplied by the Contractor to the Authority under the Contract are defined as follows:

7.2.1.1 Contract SOR Item No 1: The Price for the provision of Core Services against this SOR Item is the Firm or Fixed Price detailed in the SOR. The Fixed Price shall be adjusted in accordance with Contract Condition - Variation of Price.

7.2.1.2 Contract SOR Item No 2: The Prices for the provision of non-core taskings against this SOR Item, are the Firm Prices detailed on the individual tasking forms and incorporated at Annex O to the Contract.

7.2.1.3 Contract SOR Item Nos 3, 4, 5 and 6: The Prices for the supply of Articles to the Authority against these SOR Items, are the Firm or Fixed Prices detailed at Annex K, R, M and S to Contract respectively. The Firm and Fixed Prices are inclusive of packaging and delivery by the Contractor to the Authority. The Fixed Prices shall be adjusted in accordance with Contract Condition - Variation of Price. 2The Contractor shall be afforded the opportunity to propose updated prices for line items on Annex K and Annex S at the end of Years 1, 2, and 3 where economic conditions affect the cost of items such that the Contractor would be operating at a loss. The Contractor shall identify any items to which re-baselining shall apply and will submit to the Authority evidence to support the new proposed price. Any prices agreed will be as a Firm Price, for the following year and will then operate as the fixed price for the remaining period of the contract. Any proposal to re-baseline any line item on Annex K or Annex S shall be submitted to the Authority no later than 60 calendar days prior to the end of the applicable firm price year (i.e., Year 2 or Year 3).

7.2.2 All Prices shall be in Pounds Sterling (£) and are inclusive of all royalties, commercial agreements, licence fees, and taxes, with the exception of Value Added Tax (DEFCON 513 refers).

7.2.3 All Prices include the cost of handling, packaging and transportation (including carriage insurance and freight) to the consignee and the cost of compliance with all the Conditions of Contract.

### 7.3 Variation of Price

7.3.1 The prices stated in the Schedule of Requirements are FIXED at 2023/2024 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

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

Where:

V represents the variation of price

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

O represents the index **PCU3369--3369-- PPI industry group data for Other transportation equipment manufacturing, not seasonally adjusted**

O<sub>0</sub> represents the average OUTPUT Price Index figure for the base period 2025 to 2026(as above)

O<sub>i</sub> represents the average OUTPUT Price Index figure for the period (See below for application of Contract Terms)

a represents the Non Variable Element (NVE) of 0.1

b represents the Variable Element

a+b=1

7.3.2 The Index referred to in Clause 7.3.1 above shall be taken from the following Tables:

OUTPUT Price Index - ONS Publication MM22 Table 2 - Index ID '**PCU3369--3369-- PPI industry group data for Other transportation equipment manufacturing, not seasonally adjusted**'

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

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

7.3.5 In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the U.S Bureau of Labor Statistics used for rebasing indices (as in Clause 7.3.4 above) shall then be applied.

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

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

7.3.7 The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.

7.3.8 Indexation will be carried out as follows:

7.3.8.1 In respect of Annex K, M, and S the agreed base prices at 01 April 2023 shall be Indexed Annually commencing on 01 April of each year using the average (rounded to 4 decimal places) of the Index for the months of October, November and December immediately preceding the annual price update commencing 01 April 2026.

7.3.8.2 In respect of Annex R and the Core Fee (Schedule of Requirements Item 1) the base prices at 01 April 2023 shall be Indexed annually commencing on 01 April of each year using the average (rounded to 4 decimal places) of the previous twelve (12) month period to the period being considered.

7.3.9 Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.

7.3.10 Fixed prices detailed in Annex K and Annex S may be re-baselined at the time of the Annual indexation, where economic conditions affect the cost of items such that the Contractor would be operating at a loss if the baseline price, even with VOP applied, continued to be used. The Contractor shall identify any items to which re-baselining shall apply and will submit to the Authority evidence to support the new proposed price. Any prices agreed will be as a Firm Price, for the initial period and will then operate as the fixed price for the remaining period of the contract.

## **7.4 Exercise of Options**

7.4.1 The option prices detailed at Annex BB are fixed prices relative to economic conditions at 01 April 2023 and are subject to variation as provided for in the Variation of Price Condition.

7.4.2 In addition to the service periods detailed at Items 1 to 6 of the Schedule of Requirements, the Contractor hereby grants to the Authority the irrevocable options to extend the Contract on an annual basis for an additional period of up to five (5) years in accordance with the terms and conditions set out in this contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

7.4.3 The Authority shall exercise the options sequentially but reserves the right to exercise the options simultaneously.

7.4.4 The Authority shall not be obliged to exercise the options. Any work carried out by the Contractor,

without the formal notification of the take up of options, will be entirely at the Contractor's own risk and the Authority shall not be liable for any costs incurred.

## **7.5 Key Performance Indicators**

7.5.1 The Contractor shall, at all times, maintain a full record of Wheeled Tankers Systems, ancillaries and long-term support management and performance data under the Contract.

7.5.2 The Contractor shall submit Contract Monitoring Reports to the Authority on a biannual. These reports shall be submitted within ten (10) working days of the end of each reporting period. The Authority may, at all reasonable times observe, inspect, verify and satisfy itself as to the adequacy of the Contractor's monitoring procedures and of the original performance data. This shall include access, where appropriate, to sub-contractors.

7.5.3 The content and format of the reports shall be as detailed in Annex A and shall detail the Key Performance Indicators (KPIs) set out in Annex J to the Contract.

7.5.4 The Authority shall be entitled to inspect, at any reasonable time and notice, all data held by the Contractor in support of the Contract which is necessary to examine and analyse the KPI reports. The Contractor shall provide all additional information required within ten (10) working days of notification.

7.5.5 Deductions on a sliding scale will be made to the biannual payments for the Core Fee detailed at SOR Item 1 in respect of failure to meet KPIs in the previous reporting period. The scale of deductions is set out in Annex J to this Contract. Furthermore, the Authority shall pay to the Contractor bonus payments on a sliding scale for an overall increased Key Performance Target Level. Both deduction and bonus payments shall be calculated in accordance with the mechanism agreed at Annex J of the Contract.

7.5.6 In the event that the Contractor disputes any deductions made against the Contract payment/price, the Contractor shall notify the Authority within ten (10) working days of notification of this and furnish the Authority with evidence to justify the dispute.

## **7.6 Limitation of Contractors Liability**

### **Definitions**

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

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

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

(1) UK GDPR;

(2) DPA 2018; and

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

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

‘DPA 2018’ means the Data Protection Act 2018;

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

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Condition 7.5 Key Performance Indicators;

“Term” means the period detailed in Condition 3.1 - Duration or on earlier termination of this Contract.

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

## **Unlimited liabilities**

### **7.6.2 Neither Party limits its liability for:**

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

7.6.2.2 fraud or fraudulent misrepresentation by it or its employees;

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

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

### **7.6.3 The financial caps on liability set out in Clauses 7.6.4 and 7.6.5 below shall not apply to the following:**

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

7.6.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);

7.6.3.1.2 the Contractor's indemnity in relation to TUPE;

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

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

7.6.3.2.2 the Authority's indemnity in relation to TUPE;

7.6.3.3 breach by the Contractor of DEFCON 532B and Data Protection Legislation; and

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

7.6.3.5 For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 7.6.4 and/or 7.6.5 below.

#### **Financial limits**

7.6.4 Subject to Clauses 7.6.2 and 7.6.3 and to the maximum extent permitted by Law:

7.6.4.1 Throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

7.6.4.1.1 in respect of DEFCON 76 [REDACTED] in aggregate;

7.6.4.1.2 in respect of DEFCON [REDACTED] in aggregate;

7.6.4.1.3 in respect of DEFCON 611 [REDACTED] in aggregate; and

7.6.4.1.4 in respect of DEFCON 612 [REDACTED] in aggregate;

7.6.4.2 without limiting Clause 7.6.4.1 and subject always to Clauses 7.6.2, 7.6.3 and 7.6.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with Annex J – Key Performance Indicators), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £ NIL pounds (£ NIL) in aggregate;

7.6.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 7.6.4.1 and 7.6.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 7.6.4.1 and 7.6.4.2 of this Contract.

7.6.5 Subject to Clauses 7.6.2, 7.6.3 and 7.6.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty,

under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

7.6.6 Clause 7.6.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

### **Consequential loss**

7.6.7 Subject to Clauses 7.6.2, 7.6.3 and 7.6.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- 7.6.7.1 indirect loss or damage;
- 7.6.7.2 special loss or damage;
- 7.6.7.3 consequential loss or damage;
- 7.6.7.4 loss of profits (whether direct or indirect);
- 7.6.7.5 loss of turnover (whether direct or indirect);
- 7.6.7.6 loss of business opportunities (whether direct or indirect); or
- 7.6.7.7 damage to goodwill (whether direct or indirect),

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

7.6.8 The provisions of Clause 7.6.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

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

7.6.8.1.1 to any third party;

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

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

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

7.6.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other



expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

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

7.6.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;

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

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

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

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

### **Invalidity**

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

### **Third party claims or losses**

7.6.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

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

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

**No double recovery**

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

## **8. Intellectual Property Rights**

### **DEFCON 014**

DEFCON 014 (Edn. 06/21) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

### **DEFCON 015 (02/98)**

DEFCON 015 (Edn. 06/21) - Design Rights and Rights to Use Design Information

Note: The Contractor is hereby requested to declare any relevant self-standing background IP.

### **DEFCON 016**

DEFCON 016 (Edn. 06/21) - Repair and Maintenance Information

### **DEFCON 021 (06/21)**

DEFCON 021 (Edn. 06/21) - Retention of Records

### **DEFCON 090**

DEFCON 090 (Edn. 06/21) - Copyright

Note: For the purposes of clause 4c the prescribed Nations are those within NATO & the EU and Australia & New Zealand.

### **DEFCON 091**

DEFCON 091 (Edn. 06/21) - Intellectual Property Rights in Software

Note: For the purposes of clause 3e the prescribed Nations are those within NATO & the EU and Australia & New Zealand.

### **DEFCON 632**

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

## **8.1 Procedure for Making Direct Agreements with Sub-Contractors**

8.1.1 The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority.

8.1.2 Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Annex DD to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition they shall report the matter to The Authority's Commercial Officer and await further instructions before placing the subcontract or order.

## **8.2 Third Party IPR Authorisation**

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

intellectual property involved.

### **8.3 Commercial Exploitation of Hardware**

8.3.1 The Commercial Exploitation Agreement as at Annex CC to the Contract shall apply in respect of the Articles developed under this Contract.

## Contract Annexes

### Annex A - Schedule of Work (SOW)

See document "20230601-703040452-ANNEX A - WT Future Support ILS SOW v2-OS"

### Annex B - Fleet Description

[REDACTED]

### Annex C - List of AESPs

<u>Platforms</u>	<u>Cat Description</u>	<u>Octad No</u>
WHEELED TANKER TRACTOR	Equipment Support Policy Directive	[REDACTED]
	Operating Information	[REDACTED]
	Installation Instructions	[REDACTED]
	Maintenance Manual	[REDACTED]
	Maintenance Schedules	[REDACTED]
	Illustrated Parts Catalogue	[REDACTED]
	Complete Equipment Schedules	[REDACTED]
	Modification Instructions	[REDACTED]
	General Instructions	[REDACTED]
CLOSE SUPPORT TANKER AND TACTICAL AIRCRAFT TRAILERS	Operator Information	[REDACTED]
	Installation Instructions	[REDACTED]
	Maintenance Manual	[REDACTED]
	Maintenance Schedules	[REDACTED]
	Illustrated Parts Catalogue	[REDACTED]
	Complete Equipment Schedules	[REDACTED]
	Modification Instructions	[REDACTED]
	General Instructions	[REDACTED]
MODIFIED LIGHT EQUIPMENT TRANSPORTER TRAILER	Equipment Support Policy Directive (ESPD)	[REDACTED]
	Operator Information	[REDACTED]
	Installation Instructions	[REDACTED]
	Maintenance Manual	[REDACTED]
	Maintenance Schedules	[REDACTED]
	Illustrated Parts Catalogue	[REDACTED]
	Complete Equipment Schedules	[REDACTED]
	MODIFICATION INSTRUCTION No. 1	[REDACTED]

## Annex D - Schedule of Deliverables

### Schedule of Deliverables for Core Services

SERIAL	CONTRACTOR DELIVERABLE	SOW PARA	REQUIRED BY
<b>3.1 ILS Management</b>			
CS-001	Annual Review of the ISP	3.1.1	20 days Before ISLSC Date
CS-002	Provision of Management Resources for CS and NCS	3.1.2	Contract Start Date
CS-003	Provision of Front Office Facility in the UK	3.1.2	Contract Start Date
CS-004	Chair and attend Project Meetings as per Annex H - Schedule of Meeting	3.1.3	As required
CS-005	Provision of Contractor Conference Room & Equipment	3.1.3	As required
CS-006	Provision of secretarial support for all meetings, including Slide deck preparation to PRM, ISLSC etc...	3.1.3	As required
CS-007	Implement and Maintain a Project Action Tracker (PAT)	3.1.4	Contract Start Date
CS-008	Implement and Maintain an Information Management System (IMS)	3.1.5	Contract Start Date
CS-009	Provision of a monthly financial report DEFCON 647 Annex B Provided)	3.1.6	5 days before the end of each month
CS-010	Provision of Key Performance Indicator (KPI) report twice a year	3.1.7	10 days after to the end Sep and end Mar each year
CS-011	Management of Government Furnished Assets (GFA)	3.1.8	Contract Start Date
CS-012	Maintain GFA register up to date	3.1.8	As required
CS-013	Software Management	3.1.9	Contract Start Date
CS-014	Obtain and Maintain the necessary Export licences and TAA	3.1.10	Contract Start Date
CS-015	Adhere to the HMG Security Policy Framework (SPF)	3.1.11	Contract Start Date
CS-016	Implement & Maintain a Business Continuity Strategy	3.1.12	Contract Start Date
<b>3.2 Engineering &amp; Technical Support</b>			
CS-017	Annual Review of the EMP	3.2.1	20 days Before ISLSC Date
CS-018	Provision of DA & Design Sign-Off, including provision of CoC	3.2.2	Contract Start Date

CS-019	Acknowledgement for an Urgent Technical Representative Request (TRR)	3.2.3	4 hours from request
CS-020	Acknowledgement for a Routine Technical Representative Request (TRR)	3.2.3	1 days from request
CS-021	Urgent TRR fulfilled	3.2.3	2 days from request
CS-022	Routine TRR fulfilled	3.2.3	10 days from request
CS-023	Acknowledgement of an Urgent Project Advice Request (PAR)	3.2.3	4 hours from request
CS-024	Acknowledgement of a Routine PAR	3.2.3	1 days from request
CS-025	Response to an Urgent PAR	3.2.3	2 days from request
CS-026	Response to a Routine PAR	3.2.3	10 days from request
CS-027	Management and Monitoring of TR and PAR against KPI	3.2.4	Contract Start Date

### 3.3 Reliability & Maintainability

CS-028	Annual Review of the RMP	3.3.1	20 days Before ISLSC Date
CS-029	Implement a Equipment Failure Tracking System as part of the IMS	3.3.2	Contract Start Date
CS-030	Record, Monitor and Investigate Equipment Failure	3.3.3	As required
CS-031	Chair FRB and Carry-out Sentencing of Vehicle and Parts Incidents	3.3.4	Quarterly
CS-032	Annual Review of the Reliability & Maintainability Case including recommendation for amendment	3.3.5	20 days Before ISLSC Date

### 3.4 Supply Support

CS-033	Annual Review of the SSP	3.4.1	20 days Before ISLSC Date
CS-034	Quarterly Updates of Spare Price List / Lead Time, including Packaging Type & Price	3.4.3	End of Jun, Sep and Dec of each year
CS-035	Annual Update of Spare Price List / Lead Time, including Packaging Type & Price	3.4.3	End of Jun, Sep and Dec of each year
CS-036	Response to Urgent RFQ for new item	3.4.3	10 days from request
CS-037	Response to Urgent RFQ for new item	3.4.3	25 days from request
CS-038	Re-provisioning of Spare for 1st and 2nd Lines Maintenance & Armoured kits	3.4.4	As per agreed Lead Time
CS-039	Re-provisioning of Spare for Complete Equipment Schedule (CES)	3.4.4	As per agreed Lead Time
CS-040	Re-provisioning of Spare for Capital Spares	3.4.4	As per agreed Lead Time
CS-041	Re-provisioning of Spare for Special Tooling & Test Equipment (STTE)	3.4.4	As per agreed Lead Time
CS-042	Annual Review of the PHS&T Plan	3.4.5	20 days Before ISLSC Date

CS-043	Management & Monitoring of spare orders against KPI	3.4.6	Contract Start Date
CS-044	Spare Consumption Analysis	3.4.7	End of Apr of each year
CS-045	Spare Ranging & Scalling	3.4.8	End of Apr of each year
CS-046	Codification of new items	3.4.9	As required
CS-047	Storage of 180 Operational Sustainment Stock in the UK	3.4.10	Contract Start Date
CS-048	Annual review of the 180 days operational stock and submission of 1 report including recommendations	3.4.11	End of Jan of each year
CS-049	Implement changes to the 180 days operation stock in accordance with CS-049	3.4.11	40 days from Authority acceptance of change
CS-050	Response to RFQ for urgent repair	3.4.12	10 days request
CS-051	Response to RFQ for routine repair	3.4.12	25 days request
CS-052	Urgent Repair of article	3.4.12	Agreed TRT
CS-053	Routine Repair of article	3.4.12	Agreed TRT
CS-054	Monitor and Manage Repairs against KPI	3.4.12	Contract Start Date

### 3.5 Obsolescence Management

CS-055	Annual Review of the OMP	3.5.1	20 days Before ISLSC Date
CS-056	Pro-Active Obsolescence Management, Including regular assessment of supply chain tolevel of the risk.	3.5.2	Contract Start Date
CS-057	Implement & Maintain Obsolescence Tracking System	3.5.2	Contract Start Date
CS-058	Provision of a Quarterly Obsolescence Report	3.5.3	5 days before the Obs. meeting
CS-059	Resolution of obsolescence, including Cost/Risk analysis. Provision of replacement, including Design Sign-off, Testing & re-commisioning.	3.5.4	As required

### 3.6 Risk & Opportunity Management

CS-060	Annual Review of the ROMP	3.6.1	20 days Before ISLSC Date
CS-061	Implement and maintain a joint Risk Register	3.6.2	Contract Start Date
CS-062	Identification of New Risk & Opportunity	3.6.3	Contract Start Date
CS-063	Management and Monitoring of Risks & Opportunities from CS and NCS	3.6.3	Contract Start Date

### 3.7 Human Factor Integration Management

CS-064	Annual Review of the HFI Plan	3.7.1	20 days Before ISLSC Date
--------	-------------------------------	-------	---------------------------



CS-065	Annual Review of the HFI Case Report including recommendation for change	3.7.2	20 days Before ISLSC Date
<b>3.8 Configuration Management</b>			
CS-066	Annual Review of the CMP	3.8.1	20 days Before ISLSC Date
CS-067	Manage and Maintain configuration of data specified in the contract, including data generated from NCS	3.8.2	Contract Start Date
CS-068	Supply copies of new document versions in *.docx or *.pdf format	3.8.2	As required
<b>3.9 Technical Documentation &amp; Information Management</b>			
CS-069	Annual Review of the TDMP	3.9.1	20 days Before ISLSC Date
CS-070	AESPs Update - Annual in *.docx and *.pdf format	3.9.2	As agreed
CS-071	AESPs Update - Safety Related in *.docx and *.pdf format	3.9.2	As required
CS-072	Implement & Maintain a Miscellaneous Change Log (MCL)	3.9.3	Contract Start Date
CS-073	Monitor AESPs delivery against KPI	3.9.3	Contract Start Date
CS-074	Maintain and Update IETP	3.9.4	Contract Start Date
CS-075	AESPs Form 10 Review & Monitoring	3.9.5	Contract Start Date
CS-076	Drawing Check	3.9.6	As required
CS-077	Provision of Source Data / Drawings for codification purposes	3.9.6	As required
CS-078	Submit and Maintain contract deliverables on the Authority Shared Data Environment System (SDES)	3.9.8	Contract Start Date
CS-079	Storage of physical information & documents	3.9.9	Contract Start Date
CS-080	Annual Delivery of "Data Pack" into Escrow	3.9.10	Jan of each Year
<b>3.10 Training &amp; Training Support</b>			
CS-081	Review of the Authority Training Pack for Operator and Maintaining, including Training Need Analysis (TNA)	3.10	As required
CS-082	Attendance to Authority/Army Training Working Group (TWG)	3.10	As required
<b>3.11 Vehicle Maintenance</b>			
CS-083	N/A	3.11	N/A
<b>3.12 Post Design Services (PDS) Tasking Management</b>			
CS-084	Provision of quote for PDS Task	3.12	As agreed
CS-085	Management & Monitoring of PDS task against agreed Time / Performance Targets	3.12	Contract Start Date
<b>3.13 Quality Management</b>			
CS-086	Annual Review of the QMP	3.13.1	20 days Before ISLSC Date

CS-087	Implement and Maintain a Quality Management System (QMS)	3.13.2	Contract Start Date
CS-088	Manage & Monitor Quality for CS and NCS	3.13.2	Contract Start Date
CS-089	Accommodate & Support the Authority Quality Audits	3.13.3	As required
CS-090	Maintain ISO certification	3.13.4	Contract Start Date

**3.14 Safety Management**

CS-091	Annual Review of the SMP	3.14.1	20 days Before ISLSC Date
CS-092	Implement & Maintain a Safety Management System (SMS)	3.14.2	Contract Start Date
CS-093	Annual Update of the Safety Case Report (SCR)	3.14.3	60 days from MoD Saf. Panel
CS-094	Provision of technical information and expertise required for the production of Safety Notice (SNVE)	3.14.4	As required
CS-095	Notification of Urgent Safety issues	3.14.5	Within 4 hours from record of incident
CS-096	Provision of complementary information to support the production of urgent SNVE	3.14.5	Within 2 days from record of incident
CS-097	Notification of Routine issues	3.14.5	Within 2 days from record of incident
CS-098	Provision of complementary information to support the production of routine SNVE	3.14.5	Within 5 days from record of incident

**3.15 Procurement of Options**

CS-099	Management of Optional Order	3.15.1	Contract Start Date
--------	------------------------------	--------	---------------------

**3.16 Disposal Management**

CS-100	Support the completion of DESA Declaration Forms	3.16.2	Contract Start Date
CS-101	Advise the Authority of any components classed as ASSC or ACTO	3.16.2	Contract Start Date
CS-102	Provide information related to Hazardous Articles, Substance and Material	3.16.2	Contract Start Date
CS-103	Provide supporting information for the completion of potential retransfer agreement applications	3.16.2	Contract Start Date

**3.17 Social Values Management**

CS-104	Not in Use		
--------	------------	--	--

**3.18 Cyber Security (CS) Management**

CS-105	Annual provision of the Cyber Security SAQ and associated DCPD report	3.18.1	Each year, at the first SAQ submission anniversary date
CS-106	Provision of a Cyber Implementation Plan	3.18.2	(OPTIONAL - subject to SAQ response)
CS-107	Maintain compliance to the CS Obligations in accordance with DEFCON 658 and Def-Stand 05-138	3.18.3	Contract Start Date

**Schedule of Deliverables for Non-Core Services**

SERIAL	CONTRACTOR DELIVERABLE	SOW PARA	REQUIRED BY
<b>3.1 ILS Management</b>			
NCS-001	ISP Update in *.docx and *.pdf format	3.1.1	As Required
NCS-002	Platform Based Software Update / Software change	3.1.9	As Required
NCS-003	Software Training	3.1.9	As Required
<b>3.2 Engineering &amp; Technical Support</b>			
NCS-004	EMP Update in *.docx and *.pdf format	3.2.1	As Required
NCS-005	TR or PAR requiring deeper investigation or effort exceeding std request	3.2.3	As Required
NCS-006	Deployment of Technical Representative (TR) in Non-UK Locations	3.2.6	As Required
<b>3.3 Reliability &amp; Maintainability</b>			
NCS-007	RMP Update in *.docx and *.pdf format	3.3.1	As Required
NCS-008	RM Case Update in *.docx and *.pdf format	3.3.4	As Required
<b>3.4 Supply Support</b>			
NCS-009	EMP Update in *.docx and *.pdf format	3.4.1	As Required
NCS-010	PHS&T Plan Update in *.docx and *.pdf format	3.4.5	As Required
NCS-011	Provision and Delivery of 180 days Operational Sustainment Stock in the DFC	3.4.10	As Required
<b>3.5 Obsolescence Management</b>			
NCS-012	OMP Update in *.docx and *.pdf format	3.5.1	As Required
NCS-013	Reclamation of articles from Cast platform	3.5.4	As Required
NCS-014	Provision of new Repair Instruction	3.5.4	As Required
<b>3.6 Risk &amp; Opportunity Management</b>			
NCS-015	ROMP Update in *.docx and *.pdf format	3.6.1	As Required
<b>3.7 Human Factor Integration Management</b>			
NCS-016	HFI Plan Update in *.docx and *.pdf format	3.7.1	As Required
NCS-017	HFI Case Report Update in *.docx and *.pdf format	3.7.2	As Required
<b>3.8 Configuration Management</b>			
NCS-018	CMP Update in *.docx and *.pdf format	3.8.1	As Required

<b>3.9 Technical Documentation &amp; Information Management</b>			
NCS-019	TDMP Update in *.docx and *.pdf format	3.9.1	As Required
NCS-020	AESPs Update outside Safety or Annual uplift	3.9.3	As Required
NCS-021	IETP software re-build	3.9.4	As Required
NCS-022	Update Logistic Support Analysis (LSA) data	3.9.7	As Required
<b>3.10 Training &amp; Training Support</b>			
NCS-023	Provision of Operator Training for CST(W), CST(F), TAR, MET	3.10	As Required
NCS-024	Provision of Maintainer Training for CST(W), CST(F), TAR, MET	3.10	As Required
<b>3.11 Vehicle Maintenance</b>			
NCS-025	Maintenance Repairs and Overhaul (MRO) Level 1-3 for the WT and MET/LET	3.11	As Required
<b>3.12 Post Design Services (PDS) Tasking Management</b>			
NCS-026	Delivery of PDS task against agreed Time / Performance Targets	3.12	As Required
<b>3.13 Quality Management</b>			
NCS-027	QMP Update in *.docx and *.pdf format	3.13.1	As Required
<b>3.14 Safety Management</b>			
NCS-028	SMP Update in *.docx and *.pdf format	3.14.1	As Required
NCS-029	Provision of impact Statement resulting from Changes affecting operational Safety of the platforms	3.14.3	As Required
<b>3.15 Procurement of Options</b>			
NCS-031	Packaging and Delivery of Optional orders	3.15.1	As Required
<b>3.16 Disposal Management</b>			
NCS-032	DP Update in *.docx and *.pdf format	3.16.1	As Required
<b>3.17 Social Values Management</b>			
N/A	Not in Use		
<b>3.18 Cyber Security Management</b>			
N/A	Not in Use		

## Annex E - PDS Tasking Form

See document “20230601-703040452-ANNEX E - PDS Tasking Form v1-OS”

## Annex F - System Requirements Document (SRD) -

[REDACTED]

MOD

MOD Purchase Contract (CPA) 703040452

## Annex G - Documentation Review Template

[illegible]

## Annex H - Schedule of Meetings

Table 1 below lists the core meeting requirements:

#	Meeting Subject	Representation	Frequency	KPI Ref.	Location
<u>1</u>	<b><u>Spares Order Management Meeting</u></b> Day-to-Day Order Management issues and Priority (including Critical Outstanding Spares List (COSL) Dues Out No Dues In (DONDI) items), Non-Conformity Report (NCR), New Store Reject (NSR), Request for Change Form (RCF), Request for Quotation (RFQ) Items pending codification. Review of pending invoices.	Authority, Authority Authorised Demander, Contractor Representative.	Bi-Monthly		The Contractor's designated premises Or Teleconference
<u>2</u>	<b><u>Engineering &amp; Technical Review</u></b> Review on-going Project Advice Request (PAR). Discuss, scope out or close subsequent Post Design Services task opportunities	Authority, Contractor Representative.	Quarterly		The Contractor's designated premises Or Teleconference
<u>3</u>	<b><u>Failure Review Board (FRB):</u></b> Review of equipment Failure and potential impact on Maintenance Regime and Safety/Environment	Authority, Contractor Representative.	Quarterly		The Contractor's designated premises Or Teleconference
<u>4</u>	<b><u>Obsolescence Review:</u></b> Review of on-going obsolescence issue and impact on Spare Provisioning	Authority, Contractor Representative.	Quarterly		The Contractor's designated premises Or

					Teleconference
<b><u>5</u></b>	<b><u>Configuration Control Committee (CCC):</u></b> Review of Miscellaneous Change Log (MCL) and Part Related Change Log (PRCL) and agree update of Technical Publications and Plans	Authority, Contractor Representative.	Quarterly		The Contractor's designated premises Or Teleconference
<b><u>6</u></b>	<b><u>Safety and Environmental Panel (SEP):</u></b> Safety Actions review. Legislative compliance review. Hazard Log review	Authority Safety Panel, User Representative, Contractor Representative.	Once a year	N/A	The Authority's designated premises Or Teleconference
<b><u>7</u></b>	<b><u>In-Service Logistic Support Committee (ISLSC):</u></b> Innovation opportunity review. Implementation / action review. Contractor's Plans Review	Authority ILS, Requirements Managers; Operation Manager, Contractor ILS Manager; User Representative(s)	Once a year	N/A	The Authority's designated premises
<b><u>8</u></b>	<b><u>Inventory Demand Forecast (IDF)</u></b> Consolidate IDF prior to the start of the financial year. Review and Amend IDF prior to the Authority's Project Cost Review (PCR).	Authority, Contractor Representative.	Twice a Year		The Contractor's designated premises Or Teleconference
<b><u>9</u></b>	<b><u>Repairs Forecast Plan (RFP) Review:</u></b> Review delivery of repairs against the Authority Repairs Forecast Plan (RFP). Identify potential Issue/delays.	Authority, Authority Authorised Demander, Contractor Representative.	Twice a Year		The Contractor's designated premises Or Teleconference
<b><u>10</u></b>	<b><u>Risk Management Board (RMB):</u></b> Joint Risk, Opportunities and Issues Register review. Review progress of mitigation actions.	Authority, Contractor Representative.	Twice a Year	N/A	The Contractor's designated premises Or Teleconference

## MOD

## MOD Purchase Contract (CPA) 703040452

<b>11</b>	<b><u>Spares Working Group:</u></b> High Level Face to Face meeting	Authority, Authority Authorised Demander, Contractor Representative.	Twice a Year, coincide with the PRM date		The Contractor's designated premises Or Teleconference
<b>12</b>	<b><u>Project Review Meeting (PRM):</u></b> High Level Face to Face meeting to review contractor performance against agreed KPIs.	Authority, Contractor Representative.	Twice a Year		The Contractor's designated premises Or Teleconference

Table 2 Annual battle of rhythm

Serial	List of Project Reviews/Meeting	Meeting Owner	Admin	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Spare Order Mgt Meeting	MoD	OSK	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM	x2 SPMM
2	Engineering & Technical Review	MoD	OSK	ETR			ETR			ETR			ETR		
3	Failure Review Board	MoD	OSK		FRB			FRB			FRB			FRB	
4	Obsolescence Review	MoD	OSK			OR			OR			OR			OR
5	Configuration Control Committee	MoD	OSK			CCC			CCC			CCC			CCC
6	Safety & Environmental Panel	MoD	MoD				SEP								
7	ISLSC	MoD	OSK										ISLSC		
8	Inventory Demand Forecast Review	MoD	OSK					IDFR						IDFR	
9	Repair Forecast Plan	MoD	OSK					RFP						RFP	
10	Risk Management Board	MoD	OSK	RMB						RMB					
11	Spares Working Group	MoD	OSK		SWG										
12	Start to Work Meeting/ Project Review Meeting	MoD	OSK		SOWM / PRM 1						PRM 2				



## **Annex I - Security Aspects Letter (SAL)**

See document “20230601-703040452-ANNEX I - Security Aspects Letter”

## **Annex J - Key Performance Indicators (KPIs)**

[REDACTED]

## **Annex K - Price List - Applicable Spares**

[REDACTED]

## **Annex L - List of Repairables**

[REDACTED]

## **Annex M - Price List - Training Courses**

[REDACTED]

## Annex N - Risk Scoring Scheme



### ANNEX N - Scoring Scheme for In Service Support - (Lower £Value impact costs)

Probability & Frequency	Very Low	Low	Medium	High	Very High
Probability (%)	<=10%	<=25%	<=50%	<=75%	>75%

  

Impact Categories	Very Low	Low	Medium	High	Very High
Cost (£)	<=£50k	>£50k - <=£200k	>£200K - <=£450K	>£450K - £1M	>£1M
Time (Days)	Output delayed by <=20 days from agreed baseline threshold / expected delivery date (e.g. CASP green baseline)	Output delayed by >20 <=40 days from agreed baseline threshold / expected delivery date (e.g. CASP green baseline)	Output delayed by >40 <=60 days from agreed baseline threshold / expected delivery date (e.g. CASP green baseline)	Output delayed by >60 <=100 days from agreed baseline threshold / expected delivery date (e.g. CASP green baseline)	Output delayed by >100 days from agreed baseline threshold / expected delivery date (e.g. CASP green baseline)
Reputation.	Minor, but recoverable damage to significant stakeholder relationships including FLCs. Recoverable within a month of management effort	*Short-term damage (single cause) to significant stakeholder relationships, including FLC, recoverable within 3 months. *Medium-term OC adverse reputational damage to the project or equivalent *Potential for negative Local media interest	*Short-term damage (multiple causes) to stakeholder relationships, including FLC and OGDs, recoverable within 3 months. *Short-term [<6 months] outrage & protests from key campaigner/ activist groups *Potential for regional/national interest to gather momentum.	*Med-term damage to stakeholder relations, including FLC and OGDs, recoverable within 6 months. *Moderate long-term outrage & protests from activist groups damaging MOD perception *Medium / Long-term MOD-wide adverse reputational damage to project	*Long-term damage to stakeholder relations, including FLC and OGDs *Long-term outrage & protests from key activist groups causing damage MOD perception *Significant / prolonged negative national media interest leading to damage to MOD perception

## MOD

## MOD Purchase Contract (CPA) 703040452

Output / Performance	Very few, if any shortfalls in terms of actual output versus declared performance metrics	A few shortfalls in terms of actual output versus declared performance metrics.  Recoverable with minor to moderate management effort.	Major shortfalls in terms of actual output versus declared performance metrics.  Recoverable with major management effort.	Significant shortfalls in terms of actual output versus declared performance metrics  Output requires major management effort before being deemed fit for purpose	Critical shortfalls in terms of actual output versus declared performance metrics  Output not deemed fit for purpose
CASP ESP Metrics	ESP Metrics (such as Reliability, Sustainability, Availability and Maintainability) is =< 1% variance from the CASP Green threshold / definition	ESP Metrics (such as Reliability, Sustainability, Availability and Maintainability) is between 1-5% variance from the CASP Green threshold / definition	ESP Metrics (such as Reliability, Sustainability, Availability and Maintainability) is between 5-10% variance from the CASP Green threshold / definition	ESP Metrics (such as Reliability, Sustainability, Availability and Maintainability) is between 10-15% variance from the CASP Green threshold / definition	ESP Metrics (such as Reliability, Sustainability, Availability and Maintainability) is greater than 15% variance from the CASP Green threshold / definition
CASP Inv Holdings	Reduction in Inventory Holdings is less than target reductions by 1% or less	Reduction in Inventory Holdings is less than target reductions by between 1% - 5%	Reduction in Inventory Holdings is less than target reductions by between 5% - 10%	Reduction in Inventory Holdings is less than target reductions by between 10% - 15%	Reduction in Inventory Holdings is less than target reductions by 15% or more
CASP Inv Purchases	Spend on Inventory Purchases is greater than forecast by 1% or less	Spend on Inventory Purchases is greater than forecast by between 1% – 5%	Spend on Inventory Purchases is greater than forecast by between 5% – 10%	Spend on Inventory Purchases is greater than forecast by between 10% – 15%	Spend on Inventory Purchases is greater than forecast by 15% or more
HS&E (not hostile)	Non-life threatening, nonpermanent injury (in a non-theatre environment)  Limited short-term damage to an area of low sensitivity  Incidents causing minor environmental impacts (EA Common Incident Categorisation Scheme (CICS) - Cat 3	Non-life threatening, non-permanent injuries to multiple individuals (in a non-theatre environment)  Moderate damage to an area that can be remedied with MOD resources  Multiple incidents causing an EA CICS - Cat 3	Single injury causing permanent disability (non-theatre environment)  Non-life threatening Injuries to multiple individuals (non-theatre environment)  Moderate damage to an extended or sensitive area  Single incident EA CICS - CAT 2	Single death/injuries to multiple individuals (non-theatre environment)  Severe damage over a wide area and/or on a prolonged basis to a natural resource  Single incident EA CICS - Cat 1  Multiple incidents EA CICS- CAT 2	Multiple fatalities/severe permanent disabilities (non-theatre environment)  Permanent loss/damage beyond remediation to a publically high profile natural resource/geographical area/species  Multiple incidents causing EA CICS - Cat 1
Operational Support	Minimal disruption to current operations and/or standing tasks	Minor disruption to current operations and/or standing tasks	Moderate disruption to current operations and/or standing tasks (OPDEF CAT C)	Severe disruption to current operations and/or standing tasks (OPDEF CAT B)	Critical disruption to current operations and/or standing tasks (OPDEF CAT A)

## MOD

## MOD Purchase Contract (CPA) 703040452

Military Tasks / DLODs	Minor constraint on the ability to deliver one or more of the Military Task and/or DLODs (Capability Assessment Register	Moderate constraint on the ability to deliver one or more of the Military Task and/or DLODs (Capability Assessment Register YELLOW-can deliver output with minor risk)	Major constraint on the ability to deliver one or more of the Military Task and/or DLODs (Capability Assessment Register AMBER-can deliver output but with significant risk)	Significant constraint on the ability to deliver one or more of the Military Task and/or DLODs (Capability Assessment Register RED-can deliver output but with very significant risk)	Critical constraint on the ability to deliver one or more of the Military Task and/or DLODs (Capability Assessment Register BLACK-cannot deliver output)

**Annex O - Approved Task List**

<u>TASK No.</u>	<u>TASK TITLE</u>	<u>DATE APPROVED</u>	<u>TASK COMPLETION DATE</u>	<u>FRM PRICE (£) EX VAT</u>
Total Value:				

MOD

MOD Purchase Contract (CPA) 703040452

## **Annex P - List of Applicable Software**

[REDACTED]

**Annex Q - Action Plan Template**

<b>Project Title:</b>	
<b>Project / Contract Ref.:</b>	
<b>Project Manager:</b>	

<b>Project Start Date:</b>	
<b>Project End Date:</b>	

Template Revision 1

21/03/2019

Project Action Plan									
Plan							Do	Check	Act
Item	Origin	Restriction Yes / No	Priority 1 Critical (react) 2 High 3 Medium 4 Low	Action Description	Action Owner	Due Date	Closure Dates	Status Planned / Done	Remark / Deployment
1		Select Entry	1	xyz					
2		Select Entry	2	xyz					
3		Select Entry	3	xyz					
4		Select Entry	4	xyz					
5		Select Entry							

**Annex R - Labour Rates**

[REDACTED]

**Annex S - Price List - Options for Additional Equipment**

[REDACTED]

**Annex T - GFE List**

Serial No	Description of GFS Requested	Terms of Loan	Start Date	Duration Needed

**Annex U - Safety Notice Process**

See document "20230601-703040452-ANNEX U - SNvEPolicy-V3.0"



## **Annex V - DEFFORM 647B - Financial Reporting Template**

See document “20230601-703040452-ANNEX V - DEFFORM 647B - Financial Reporting Template-OS”

## **Annex W - Risk Register Template**

See document “20230601-703040452-ANNEX W - Risk Register (Template) v1-OS”

## **Annex X - Authority's Integrated Logistic Support Plan**

See document “20230601-703040452-ANNEX X - ILSP - OS”

## **Annex Y - Authority's Supply Support Plan**

See document “20230601-703040452-ANNEX Y - WT Future Support SSP V1-OS”

Annex Z - Minutes of Meetings Template

Meeting Title & Brief Description

The Meeting was held on ddmmyyyy, at Address.

	Participant Names	Representing	
Apologies	Name 1 (Initials)	Company / Role / Function	
	Name 2 (Initials)	Company / Role / Function	
	Name 3 (Initials)	Company / Role / Function	
	Name 4 (Initials)	Company / Role / Function	
	Name 5 (Initials)	Company / Role / Function	
	Name 6 (Initials)	Company / Role / Function	
	Name 7 (Initials)	Company / Role / Function	
	Name 8 (Initials)	Company / Role / Function	
	Name 9 (Initials)	Company / Role / Function	Chair

Item	Agenda
1.	Agenda item 1
2.	Agenda item 2
3.	Agenda item ....

CHAIR Details (Example)

[REDACTED]

Reference Documents :

- A. ....
- B. ....
- C. ....

Appendix A – Wheeled Tanker Future Support - Meeting Actions Log

Action Ref	Date Raised	Description & Action	Responsible	Due Date	Progress Update Description	Status (Open/Closed)
...	ddmmyyyy	...	...	ddmmyyyy	<u>Updated on ddmmyyyy</u>	Closed
...	ddmmyyyy	...	...	ddmmyyyy	<u>Updated on ddmmyyyy</u>	Open
...	ddmmyyyy	...	...	ddmmyyyy	<u>Updated on ddmmyyyy</u>	Open
...	ddmmyyyy	...	...	ddmmyyyy	<u>Updated on ddmmyyyy</u>	Open
...	ddmmyyyy	...	...	ddmmyyyy	<u>Updated on ddmmyyyy</u>	Open
...	ddmmyyyy	...	...	ddmmyyyy	<u>Updated on ddmmyyyy</u>	Open

**Annex AA - Record of Capital Spares Purchases**

**RECORD OF CAPITAL SPARES PURCHASES**

- 1. The Contractor shall supply the following items in accordance with Annex A and Annex K. Acceptance of these items shall be upon receipt into the Authority’s stores.
- 2. The following items were ordered at Contract Amendment XX:

NSN	Description	MPN	D of Q	PPQ	Packaging Code	Lead Time (Calendar Days)	Qty	Unit Price	Price All
Total:									

**Annex BB - Option Prices for Extension**

[REDACTED]

## **Annex CC - Commercial Exploitation**

### **Agreement for Hardware Where Percentage Levy Rates Apply**

#### **Commercial Exploitation of Defence Equipment Developed at Government Expense**

CEL AGREEMENT NO: CEA/0381/03/04

#### **Interpretation etc**

1. In this Agreement the following shall have the effect with respect to interpretation:

1.1. "the Contract(s)" mean(s) Contract No CSVHC/06 and 703040452 between the Ministry and the Contractor relating to The Provision of Wheeled Tankers and their associated support

1.2. "Contract Article" means any article which uses the design produced under the Contract, including any sub-assemblies, components or spares thereof; and any future supply of spares, sub assemblies and components foreseeable at the time of contract signature, including any of the foregoing supplied in support of maintenance agreements and any Government Funded Tooling.

Note: For the purposes of this Commercial Exploitation Agreement CEA/0381/03/04, the Authority and Contractor intend that levy shall only be payable on sales of complete vehicles or vehicle systems, which use the complete design of the Wheeled Tanker System as supplied to the Authority under the Contract.

1.3. NOT USED

1.4. the "Contractor" includes any subsidiary or associated company of the Contractor;

1.5. "leviable transaction" means a sale or any other transaction giving rise to levy under this Agreement;

1.6. the "Contractor's selling price" means, subject to the proviso hereto, the price for which the Contractor invoices his customer but excluding the cost of such of the following elements as are applicable and can be identified to the satisfaction of the Ministry:

1.6.1. Freight costs and insurance

1.6.2. Cost of packing not developed at UK Government expense

1.6.3. The cost of ECGD servicing and other sales finance charges including interest on customer credit

1.6.4. The cost of any MOD inspection

1.6.5. Installation and commissioning costs where installation and commissioning

form no part of the work under the development contract(s)

1.6.6. Agents' fees and commission

1.6.7. The price paid by the Contractor for an article or articles supplied to him by a third party for incorporation in the Contract Article, but only if such third party has a separate commercial exploitation agreement with the Ministry relating to such article or articles and has been informed by the Contractor that such article or articles are being used for a leviable transaction

1.6.8. Value Added Tax where applicable.

Provided that any element of profit which the Contractor has included in the above items 1.6.1 – 1.6.8. shall not be so included.

1.7. "Profit" other than for the purposes of the proviso to sub-clause 1.6. of this Clause means the difference between the Contractor's selling price and the allowable costs prescribed by the Ministry for the purpose of the sale in question, provided such difference is a positive sum.

## Sales and Licences

2. Should the Contractor sell any Contract Article, other than for any purpose set out in Clause 5 hereof, the Contractor shall pay to the Ministry:

2.1. a levy for the use of design of **[REDACTED]** plus an escalation factor which shall be calculated in accordance with the following formula:

$$V = BL (O_i/O_o) - BL$$

Where:

**V** represents the variation of price.

**BL** represents the levy as stated in paragraph 2.1 above

**O<sub>o</sub>** represents the Output Price Index figure for the base date – (Contract Award)

**O<sub>i</sub>** will be updated annually, each year running from 1st April to 31st March and represents the average figure of the Output Price Index for the months of August, September and October in the calendar year in which the 1 April date concerned falls.

2.2. The Index figures referred to in Clause 2.1. above shall be taken from the following table:

RPIX – printed in table 18.1. of the "Monthly Digest of Statistics" by the Office for National Statistics – series id CHMK

3. Should the Contractor grant a licence to manufacture Contract Articles, the Contractor shall pay to the Ministry a levy calculated at 5 per cent of the gross receipts of the Contractor in money by way of royalties, licence fees or otherwise in respect thereof:

Provided that:

3.1. where the consideration consists wholly or in part of some benefit other than money the levy shall, in lieu of or in addition to such payments (as the case may be), consist of or include a sum representing 5 per cent of what may reasonably be regarded as the value of the said benefit;

and

3.2. the Contractor shall not grant any licence for which there is no consideration, or only nominal consideration, without first agreeing with the Ministry what levy if any should reasonably be paid to the Ministry in respect of such licence; and

3.3. NOT USED

4. Payment of levy is deemed to include payment for the use of any industrial property rights owned by the Ministry in connection with a sale or other transaction giving rise to levy under this Agreement.

5. No levy shall be payable in respect of:

5.1. purchases by the Ministry;

5.2. sales to another UK Government Contractor or sub-contractor when the Contract Articles concerned can be clearly identified as being supplied to meet the requirements of the Ministry;

5.3. substantial individual equipments not developed at UK Government expense.

6. NOT USED

7. NOT USED

8. NOT USED

9. NOT USED

10. NOT USED

#### Loan or Hire of Contract Articles

11. Should the Contractor enter into any Agreement for lending any Contract Articles or for otherwise making such Articles available to a third party except by way of sale, the Contractor shall pay to the Ministry a levy calculated as **[REDACTED]** of the gross receipts of the Contractor. Provided that:

11.1 Where the consideration consists wholly or in part of some benefit other than money the levy shall, in lieu of or in addition to such payment (as the case may be), consist of or include a sum calculated in accordance with this Clause 11 hereof and based on what may be reasonably regarded as the value of the said benefit; and

11.2 the Contractor shall not enter into any Agreement (as set out in this clause) for which

there is no consideration, or only nominal consideration, unless the Ministry has agreed what levy, if any, should reasonably be paid to the Ministry in respect of such Agreement.

#### Contract Articles for Contractor's Own Use

12. Unless the Contract Article is subsequently sold, no levy shall be due where the Contractor makes a Contract Article solely for his own research or development purposes or for his own demonstration or sales promotion purposes, except in respect of use of Government-funded tooling. Contract Articles made and used by the Contractor for any other purpose shall attract levy at normal rates in accordance with Clause 2.

13. NOT USED

14. NOT USED

15. NOT USED

#### Notification of Leviable Transactions

16. The Contractor shall notify details including, where appropriate, the expected value of the sale, to the Ministry's Commercial Manager named in the Contract quoting the number of the Contract/CEL Agreement No: CEA/0381/03/04

16.1. in respect of a sale of any Contract Articles or of a development or derivation thereof

16.1.1. as soon as it becomes apparent that a sale (or contemporaneous sales of the same equipment to the same customer) above £15M in value (or such higher value as may be notified by the Ministry from time to time) may arise;

16.1.2. immediately a first sale of lesser value is entered into;

16.2. immediately any negotiations for the grant of a licence for the manufacture of any Contract Articles, or of a development or derivation thereof, is entered into (the Ministry reserves the right in this connection to be supplied with a copy of the terms of the licence agreement); or

16.3. in respect of any leviable transaction other than a sale or licence relating to any Contract Articles, or to a development or derivation thereof

16.3.1. immediately the transaction is entered into where the rate of levy is laid down in this Agreement;

16.3.2. immediately negotiations are entered into where the appropriate rate of levy has not been agreed;



16.4. when any proposed extension or alteration to the transactions set out in 16.1.1, 16.2. or 16.3.2. is considered.

17. NOT USED

#### Liability Date

18. The liability of the Contractor to the Ministry for any sum due under this Agreement shall accrue:

18.1. in respect of sales, on the date of delivery ex-Contractor's works or, where the sale contract so prescribes, upon shipment;

18.2. NOT USED

18.3. in the case of licences, and in any other case in which levy is based on gross receipts by the Contractor in respect of an agreement relating to Contract Articles, on the date of receipt by the Contractor of each payment;

18.4. NOT USED

18.5. in respect of any Variation of Price settlements on receipt of payment by the Contractor. Payment of levy shall be in accordance with the Accounting provisions at Clauses 21-24 below.

19. NOT USED

20. Should the Contractor fail to provide statements under Clause 22 within a reasonable time the Ministry reserves the right to assess the levy payable and to recover the same.

#### Accounting

21. The Contractor shall supply to DBA, Acs(Bills) Receipts, Mersey House, The Strand, Liverpool L2 7PX, two copies of a statement (see clause 22) at six monthly intervals commencing with first sale or licensing arrangements (see Clause 16).

22. The statement shall contain information concerning every sale, licence or other transaction in respect of which levy accruing during the period to which the statement relates is payable, and in particular shall specify:

22.1. the nature of the transaction (making clear under which of the Clauses 2-12 hereof it falls) and the date thereof and the name and address of the other party or parties thereto:

22.2. in the case of a sale, the quantity and type of equipment sold, the selling price, and in any other case, the gross receipts in money in respect thereof and the nature and value of any consideration other than money;

22.3. any other matters relevant to determining the levy payable;

22.4. the sum (to the nearest pound) computed to be payable by the Contractor to the Ministry in respect of each transaction(s) (including a provisional sum in any case in which the sum depends upon a reasonable figure yet to be agreed with the Ministry).

23. The statement shall be provided not later than two months after the close of the period to which it relates once a first sale or licensing has been agreed and "nil" statements shall thereafter be provided whenever appropriate. Where there are NIL returns over a number of years and no evident prospect of a future leviable activity or receipt the contractor should approach the Contracts Branch regarding future reporting and future CEL arrangements.

24. Each statement shall be accompanied by a payment covering the accrued levy calculated by the Contractor to be due and set out in the statement (plus VAT where applicable). Invoices in respect of any other accrued levy will be issued to the Contractor by DBA, Acs(Bills)Receipts, Ministry of Defence. Payments (including VAT where applicable) shall be made to the Secretary of State for Defence at the address to which statements are to be supplied, or at the address stated on the invoice, as appropriate.

25. Two copies of an annual certificate that the sums reported on the statements are correct and complete and in accordance with the Contractor's books of account and records or that no sales have been made or licences granted or other leviable transactions entered into, signed by the senior financial officer of the Contractor and forwarded to the DBA, Acs(Bills)Receipts not later than six months after the end of the Contractor's financial year.

26. For the purpose of verifying the statements the Contractor shall maintain proper books of account and records at his premises and shall make them available for inspection at all reasonable times by the representatives of the Ministry and of the National Audit Office.

#### Recovery of Sums Due

27. Whenever under this Agreement any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under any contract with the Ministry or with any Department or Office of Her Majesty's Government.

#### Arbitration etc

28. This Agreement shall be considered as an agreement made in England and subject to English Law.

29. All disputes, differences or questions between the parties to this Agreement with respect to any matter arising out of or relating to this Agreement shall be referred to the arbitration of two persons (one to be appointed by the Ministry and one by the Contractor) or their Umpire, in accordance with the provisions of the Arbitration Act 1950.

30. Nothing in this Agreement shall be construed as relieving the Contractor from responsibility for:

30.1. obtaining the necessary export licence as applicable to any overseas sale;

30.2. obtaining any necessary release from security restrictions in force for the Contract Articles.

31. Contractors are advised to consult the appropriate Directorate of Marketing in Metropole Building, Northumberland Avenue, London WC2N 5BI, on a case by case basis before making offers to sell Contract Articles overseas.

Signed: (MOD Contracts)

Signed: (Contractor)

*[Original Signed]*

*[Original Signed]*

Date

Date

## **Annex DD - DEFFORM 177**

### **DEFFORM 177**

**DEFFORM 177**  
**(Edn06/21)**

#### **Ministry of Defence**

#### **Design Rights and Patents (Sub-Contractor's Agreement)**

THIS AGREEMENT is made the                      day of                      20

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

#### **WHEREAS:-**

1. The Secretary of State has placed with                      (hereinafter called "the main contractor") a contract bearing the reference number                      (hereinafter called "the main contract") for the design and development of                      the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.

4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract they wish to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.

5. The Secretary of State has signified its willingness to approve the sub-contract on condition that in consideration of it giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified their willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of  
the Sub-Contractor

(in capacity of )

Signed on behalf of  
The Secretary of  
State for Defence

DEFFORM 177 (Edn 06/21)

## THE FIRST SCHEDULE

The Sub-Contract Items are:-

---

## THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be  
inserted as  
appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

**Annex EE - Data Item Descriptions (DID)**

[REDACTED]

# DEFFORM 111

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: [REDACTED]

Address: Vehicle Support Team, Cedar 1A #4110, MOD Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED] ☎☎ [REDACTED]

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

Name: [REDACTED]

Address Vehicle Support Team, Cedar 1A #4110, MOD Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED] ☎☎ [REDACTED]

#### 3. Packaging Design Authority Organisation & point of contact:

See Box 2

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

☎☎ See Box 2

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

Branch/Name: See Box 2

☎☎ See Box 2

(b) U.I.N. D1832D

#### 5. Drawings/Specifications are available from See Box 2

#### 6. Intentionally Blank

#### 7. Quality Assurance Representative: [REDACTED]

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

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

#### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD



☎☎ 44 (0) 161 233 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: As detailed in the Contract

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

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

Air Freight Centre

IMPORTS ☎☎ 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 No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

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

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.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 Internet site requests should be submitted through the Commercial Officer named in Section 1.

## Deliverables

### Deliverables Note

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

### Supplier Contractual Deliverables

#### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation SSCR Reporting to SSRO - - Contract Notification Report (CNR)	Must be provided by the contractor within one month of the initial reporting date.		Supplier Organization
Obligation DEFCON 129J (Edn 11/16) Clause - 1 - The Use of The Electronic Business Delivery Form	Use of the electronic business delivery form for all deliveries of Articles and performance of Services.		Supplier Organization
Obligation DEFCON 566 (Edn 03/18) Clause - 1 - Notification of any intended, planned or actual change in control of Contractor	Notification of any intended, planned or actual change in control.		Supplier Organization
Obligation DEFCON 68 (Edn 05/21) Clause - 1b - Provision of Safety Information	Provision of safety information as required by the Health and Safety at Work Act 1974 for each hazardous Article to be supplied no later than 1 month prior to Contract delivery date.		Supplier Organization
Obligation DEFCON 694 (Edn 07/18) Clause - 1a - Maintain a Public Stores Account.	Maintain a Public Stores Account.		Supplier Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 6h - Confirm that appropriate risk assessments have been undertaken.	Confirmation that appropriate risk assessments have been undertaken.		Supplier Organization
Obligation DEFCON 632 (Edn 08/12) Clause - 7 - Issue Authority in accordance with provisions of Patents Act of 1977 or Registered Designs Act 1949	Issue authority in accordance with provisions of Patents Act 1977 or Registered Designs Act 1949.		Supplier Organization
Obligation DEFCON 611 (Edn 02/16) Clause - 3 - Report of any defects,	Report of any defects, deficiencies or discrepancies.		Supplier Organization

deficiencies or discrepancies.			
Obligation DEFCON 611 (Edn 02/16) Clause - 12 - Open and maintain a Public Store Account.	Open and maintain a Public Store Account.		Supplier Organization
Obligation DEFCON 611 (Edn 02/16) Clause - 14 - Provision of a list of Issued Property held at end of contract.	Provision of a list of Issued Property held at end of contract.		Supplier Organization
Obligation DEFCON 632 (Edn 08/12) Clause - 1 - Notification of a Patent, Registered Design rights, restrictions, obligations, allegations of infringement of intellectual property rights.	Notification of a Patent, Registered Design rights, restrictions, obligations, allegations of infringement of intellectual property rights.		Supplier Organization
Obligation DEFCON 642 (Edn 06/14) Clause - 3 - Minutes to be sent within 2 weeks of meeting.	Minutes to be sent within 2 weeks of meeting.	16-SEP-2023	Supplier Organization
Obligation SSCR Reporting to SSRO - - Contract Costs Statement (CCS)	The contractor must submit a CCS within 12 months of the contract completion date. The CCS contains a detailed analysis of delivering the QDC and is required in slower time than the CCR.		Supplier Organization
Obligation DEFCON 691 (Edn 03/15) Clause - 4 - Provision of data, information and evidence	Provision of data, information and evidence.		Supplier Organization
Obligation SSCR Reporting to SSRO - - Contract Reporting Plan (CRP)	Must be provided by the contractor within one month of the initial reporting date.		Supplier Organization
Obligation DEFCON 694 (Edn 07/18) Clause - 1b - Provide Quarterly report on PSA Holdings	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 05-099.		Supplier Organization
Obligation DEFCON 695 (Edn 02/15) Clause - 1 - Submission of Contract Costs Statement.	Submission of Contract Costs Statement.		Supplier Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 6a -	Provision of information for CONDO forms 1 and 2.		Supplier Organization

Provision of information for CONDO forms 1 and 2.			
Obligation DEFCON 697 (Edn 07/13) Clause - 6c - Confirmation that contractor employees have completed CONDO related training	Confirmation that contractor employees have completed CONDO related training.		Supplier Organization
Obligation SSCR Reporting to SSRO - - Contract Completion Report (CCR)	The contractor must complete a CCR within six months of the contract completion date1. It provides a post contract view of the baseline information provided at the start of the contract in the Contract Notification Report (CNR)		Supplier Organization
Obligation DEFCON 691 (Edn 03/15) Clause - 7 - Maintain records of timber and wood derived products	Maintain records of timber and wood derived products.		Supplier Organization
Obligation DEFCON 82 (Edn 11/16) Clause - 5 - List of Initial Spares on DEFFORM 82a or b	List of spare parts to maintain the operational efficiency of the new or modified equipment during an initial period of use to be drawn up.		Supplier Organization
Obligation DEFCON 91 (Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation DEFCON 129 (Edn 18/11/16) Clause - 9 - Safety Data Sheet Provision	A Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 and the Health and Safety at Work Act 1974 to be provided no later than one month before delivery is due.		Supplier Organization
Obligation DEFCON 600 (Edn 09/08) Clause - 6 - Contractor indemnity claims for Guided Weapon Trials and Indemnity	Informing MOD as soon as is reasonably practicable of any claim for which Contractor is indemnified		Supplier Organization
Obligation DEFCON 653 (Edn 12/14) Clause - 3 - Maintain details of costs.	Maintain details of costs.		Supplier Organization
Obligation DEFCON 653 (Edn 12/14) Clause - 4 - Submission of Defform 812 (Contract Costs statement).	Submission of Defform 812 (Contract Costs statement).		Supplier Organization
Obligation DEFCON 705 (Edn 11/02) Clause - 10 - IPR Maintain records of	Obligation DEFCON 705 (Edn 11/02) Clause - 10 - IPR Maintain records of work performed under the Contract and of the results obtained		Supplier Organization

work performed under the Contract and of the results obtained			
Obligation DEFCON 130 (Edn 04/18) Clause - 13 - Annotate drawings with a unique MoD reference number No	Agreed design drawings to be annotated with a unique MOD reference number no later than four weeks after receiving the reference number.		Supplier Organization
Obligation DEFCON 703 (Edn 08/13) Clause - 6 - IPR Retention of records and results and provision to MOD on request	Retention of records and results and provision to MOD on request.		Supplier Organization
Obligation DEFCON 705 (Edn 11/02) Clause - 9 - IPR Provision of Full Rights Versions of Technical Deliverables	Provision of Full Rights Versions of Technical Deliverables.		Supplier Organization
Obligation DEFCON 705 (Edn 11/02) Clause - 19 - IPR Notification of first application for the patent or registration of design	Notification of first application for patent or registration of design.		Supplier Organization
Obligation DEFCON 703 (Edn 08/13) Clause - 4 - IPR Marking any Copyright work	Marking any Copyright work		Supplier Organization
Obligation DEFCON 601 (Edn 04/14) Clause - 2a - Submission of lists of redundant material.	Submission of lists of redundant material.		Supplier Organization
Obligation DEFCON 130 (Edn 04/18) Clause - 10 - Safety Data Sheet Provision	A Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 and the Health and Safety at Work Act 1974 to be provided no later than one month before delivery is due.		Supplier Organization
Obligation DEFCON 647 (Edn 09/13) Clause - 2 - Submission of Financial Management Information.	Submission of Financial Management Information.		Supplier Organization
Obligation DEFCON 653 (Edn 12/14) Clause - 2 - Submission of costs.	Submission of costs.		Supplier Organization
Obligation DEFCON 624 (Edn 11/13) Clause - 3 - Notification that	Notification that Asbestos may be incorporated into Articles/materials.		Supplier Organization

Asbestos may be incorporated into Articles/materials			
Obligation DEFCON 627 (Edn 12/10) Clause - 1 - Contractor provision of a Certificate of Conformity	Provision of a Certificate of Conformity.		Supplier Organization
Obligation DEFCON 68 (Edn 05/21) Clause - 1a - Provision of Safety Data Sheet	Provision of a Safety Data Sheet for each hazardous material or substance supplied no later than 1 month prior to Contract delivery date.		Supplier Organization
Obligation DEFCON 68 (Edn 05/21) Clause - 4 - Supply Completed DEFFORM 68 to the Authority	Completed DEFFORM 68 to be supplied no later than 1 month prior to Contract delivery date.		Supplier Organization
Obligation DEFCON 630 (Edn 02/18) Clause - 2 - Contractor shall not withdraw from nor amend standing offers	Contractor shall not withdraw from or amend standing offers.		Supplier Organization
Obligation DEFCON 643 (Edn 12/14) Clause - 3b - Maintain a record of manufacture or performance plans	Maintain a record of manufacture or performance plans.		Supplier Organization
Obligation DEFCON 643 (Edn 12/14) Clause - 3a - Maintain a record of costs	Maintain a record of costs.		Supplier Organization
Obligation DEFCON 659 (Edn 10/17) Clause - 5 - Maintain a record demonstrating MOD compliance with Def Stan 05-138	Provide, on request, particulars of employees who have had at any time, access to any Secret Mater.		Supplier Organization
Obligation DEFCON 76 (Edn 12/06) Clause - 6 - Submit list of representatives who may enter a Government Establishment	Submission of list of Representatives who may need to enter a Government Establishment in connection with work under the contract.		Supplier Organization
Obligation DEFCON 117 (Edn 10/13) Clause - 3a - Technical Data to Codification Authority or representative	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.		Supplier Organization
Obligation DEFCON 601 (Edn 04/14) Clause - 4 - Provide lists of items sold	Lists of items sold.		Supplier Organization
Obligation DEFCON 620 (Edn 05/17)	Delivery of a Contractor Change Proposal		Supplier Organization

Clause - 3 - Delivery of a Contractor Change Proposal			
Obligation DEFCON 621A (Edn 06/97) Clause - 1 - Application for transport instructions	Application for transport instructions.		Supplier Organization
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	01-APR-2024	Supplier Organization
Obligation DEFCON 658 (Edn 10/17) Clause 3 - Annual CSM Supplier Assurance Questionnaire	carry out the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire;		Supplier Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 6d - Confirmation that employees are medically and dentally fit to deploy.	Confirmation that employees are medically and dentally fit to deploy.		Supplier Organization
Obligation DEFCON 659A (Edn 02/17) Clause - 5 - When requested, Contractor to provide details of employees who have/have had access to any Secret Matter	Provide, on request, particulars of employees who have had at any time, access to any Secret Matter.		Supplier Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 6e - Provision of Form T-SL-DES01.	Provision of Form T-SL-DES01.		Supplier Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 6f - Confirmation that employees have appropriate security clearance.	Confirmation that employees have appropriate security clearance.		Supplier Organization
Obligation DEFCON 659A (Edn 02/17) Clause - 6 - Inform the Authority of any unauthorised persons seeking information concerning any Secret Matter	Inform the Authority of any unauthorised persons seeking information concerning any Secret Matter.		Supplier Organization
Obligation DEFCON 659A (Edn 02/17) Clause - 7a - Contractor to gain MoD approval for placing sub-contracts	Gain MOD approval for placing sub-contracts dealing with Secret Matter.		Supplier Organization

dealing with Secret Matter			
Obligation DEFCON 68 (Edn 05/21) Clause - 3 - Provision of Hazardous Reporting Info required by DEF STAN 07-085	Provision of hazardous reporting information required by DEF STAN 07-085 for ordnance, munitions or explosives to be supplied no later than 1 month prior to Contract delivery date.		Supplier Organization
Obligation DEFCON 21 (Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization
Obligation DEFCON 19 (Edn 01/76) Clause - 1b - Maintenance of Drawings (reminder)	To maintain drawings, specifications and manufacturing data relating to the work performed under the contract for a period of not less than two years after completion of contract.		Supplier Organization
Obligation DEFCON 23 (Edn 08/09) Clause - 10d - Provide List of Jigs, Tools etc	Provide the Authority with the list of Special Jigs, Tools etc prior to their transfer to the Public Store Account.		Supplier Organization
Obligation SSCR Reporting to SSRO - - Interim Contract Report (ICR) <£50M	"<50M must be provided by the contractor within 2 months after each reporting date. You can agree with your contractor a date for an ICR no more than three years from the time of contract placement, with subsequent reports before the expected contract completion date but no more than at the end of each three year period following the date of the first report. If you don't agree a date your contractor must provide an ICR on the date three years after the last day of the calendar quarter during which the initial reporting date fell, with subsequent reports on the date at the end of each three year period following the date of the first report."		Supplier Organization
Obligation DEFCON 513 (Edn 11/16) Clause - 3 - Notification of any VAT liability other than Standard	Notification of the Authority's VAT liability under the Contract when liability is other than the standard rate of VAT.		Supplier Organization
Obligation DEFCON 812 (Edn 04/15) Clause - 2 - Maintenance of relevant records (reminder)	To remind the Contractor of the obligation to maintain relevant records		Supplier Organization
Obligation DEFCON 528 (Edn 07/17) Clause - 11 - Consult with Authority on Licensing	When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as		Supplier Organization



	reasonably practicable consult with the Authority on the licence requirements		
Obligation DEFCON 604 (Edn 06/14) Clause - 1 - Submission of Progress Reports.	Submission of Progress Reports.	30-SEP-2023	Supplier Organization
Obligation DEFCON 605 (Edn 06/14) Clause - 1 - Submission of Financial Reports.	Submission of Financial Reports.	30-SEP-2023	Supplier Organization
Obligation DEFCON 609 (Edn 06/14) Clause - 1 - Reminder to maintain records	Maintenance of records.		Supplier Organization
Obligation DEFCON 117 (Edn 10/13) Clause - 6a - Notification to the Codification Authority of mods or changes	Notification to the Codification Authority of all modifications or design changes which affect the item identification, including reference number changes, Form, Fit or Function.		Supplier Organization
Obligation DEFCON 127 (Edn 12/14) Clause - 3a - Supply of Estimates of Costs	Supply estimates of the costs of production or performance of the Contractor Deliverables.		Supplier Organization
KPI1 Technical Advice & Assistance	KPI 1 Technical Advice & Assistance	30-SEP-2023	Supplier Organization
KPI2 - Spares Re-provisioning	KPI2 - Spares Re-provisioning	30-SEP-2023	Supplier Organization
KPI3 - Repairs	KPI3 - Repairs	30-SEP-2023	Supplier Organization
KPI4 - Post Design Services	KPI4 - Post Design Services	30-SEP-2023	Supplier Organization
KPI5 - AESP / IETP Services	KPI5 - AESP / IETP Services	30-SEP-2023	Supplier Organization
KPI6 - Contract Reporting	KPI6 - Contract Reporting	30-SEP-2023	Supplier Organization

## Buyer Contractual Deliverables

### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation DEFCON 530 (Edn 12/14) Clause - 3 - Initiation of arbitration via arbitration notice under English Law	Initiation of arbitration to be made by submission of written Notice of Arbitration.		Buyer Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 17 -	Provision of operational specific medical warning notices.		Buyer Organization

Provision of operational specific medical warning notices.			
Obligation DEFCON 697 (Edn 07/13) Clause - 6b - Issue Authority to deploy.	Issue Authority to deploy.		Buyer Organization
Obligation DEFCON 566 (Edn 03/18) Clause - 4 - Notification of any concerns around change in control of Contractor	Notification of any intended, planned or actual change in control.		Buyer Organization
Obligation DEFCON 800 (Edn 12/14) Clause - 1 - Notification that Contract is a Qualifying Defence Contract	This clause notifies the contractor that the Authority believes the contract to be a Qualifying Defence Contract and is notifying the Contractor of this fact		Buyer Organization
Obligation DEFCON 601 (Edn 04/14) Clause - 2c - Provide instructions for disposal	Instructions for disposal. These are due 3 month after Contract end		Buyer Organization
Obligation DEFCON 600 (Edn 09/08) Clause - 6 - Informing (sub) Contractor informed of claims and negotiation progress	Keeping the Contractor or sub-contractor informed of conduct and progress of negotiations and actions for settlement of claim.		Buyer Organization
Obligation DEFCON 620 (Edn 05/17) Clause - 4 - Acceptance or Rejection of Change Proposal	Acceptance or Rejection of Change Proposal.		Buyer Organization
Obligation DEFCON 697 (Edn 07/13) Clause - 6g - Issue of appropriate identity card.	Issue of appropriate identity card.		Buyer Organization
Obligation DEFCON 23 (Edn 08/09) Clause - 15 - Disposal Lists for Jigs and Tools	Disposal instructions for Special Jigs, Tools etc no longer required. Instructions to be provided within 3 months (or period as specified in contract) from receipt of Contractor's notification.		Buyer Organization
Obligation DEFCON 801 (Edn 12/14) Clause - 2 - Issue of consolidated version	A commitment to issue a consolidated version of the contract after amendment under an agreed set of circumstances		Buyer Organization