



Ministry of Defence

DEFENCE EQUIPMENT AND SUPPORT

Offer of Contract: 701548392

OI/0072 AMPHORA 2

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1. SCHEDULE OF REQUIREMENTS - (DEFFORM 110)

Name and Address of Contractor Marshall Land Systems Limited The Airport Cambridge CB5 8RX	MINISTRY OF DEFENCE	Contract No 701548392
	Schedule of Requirements for CONTRACT FOR DEPLOYABLE TECHNICAL SUPPORT SYSTEMS (DTSS)	
Issued With DEFFORM 10 – Acceptance of Offer of Contract	On DATE	Previous Contract No DEPI/0008

Item Number	Description	Delivery Date	Deliver To	Quantity	UOM	Packaging Code	Notes to Supplier	Unit Price (£)	Price All £ (ex-VAT)
1	Management Fee - Framework Management of Associated Outputs as defined at Annexes A & C	See Annex A & C	See Annex A & C	In accordance with Annex A	All	N/A	This is an annualised fee charge specified in Annex A, the quarterly fee, for payment proposed at Annex AI.	£ See Annex A	£ See Pricing Mechanism for Quarterly Charge at Annex AI
2	Maintenance, Calibration, Training, AESPs, Storage & NSNs	See Annex B	See Annex B	Various	All	N/A	In accordance with Annex O Call Off Form this line item will be uplifted annually via formal contract amendment.	See Annex B	See Annex B
3	Variable Tasking placed in accordance with	See Annex B & D	See Annex B & D	See Annex B & D	See Annex B & D	As per Tasking Form at	As per Tasking Form at Annex L	As per Tasking Form at	As per Tasking Form at

	Annexes B & D					Annex L		Annex L	Annex L
4	Master Spares At Annex F	As per Tasking Form at Annex L	As per Tasking Form at Annex L	As per Tasking Form at Annex L	As per Tasking Form at Annex L	As per Tasking Form at Annex L	As per process detailed as at Contract conditions 3.5.3-3.5.8	See Annex L	See Annex L

2. GENERAL CONDITIONS

DEFCON 82 (Edn.06/21) - Special Procedure For Initial Spares

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

DEFCON 503 (Edn.07/21) - Amendments to Contract

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

DEFCON 516 (Edn.04/12) - Equality

DEFCON 518 (Edn.02/17) - Transfer

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

DEFCON 527 (Edn.09/97) - Waiver

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

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

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

DEFCON 531 (Edn.10/21) - Disclosure of Information

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

DEFFORM 532 (Edn.05/18) Personal Data Particulars

DEFCON 538 (Edn.06/02) – Severability

DEFCON 539 (Edn 01/22) – Transparency

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

DEFCON 566 (Edn.10/20) - Change of Control of Contractor

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

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

DEFCON 658 (Edn.09/21) – Cyber

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Moderate, as defined in Def Stan 05-138.

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

DEFCON 675 (Edn. 03/21) - Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)

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

DEFCON 681 (Edn.06/02) - Decoupling Clause - Subcontracting with the Crown

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

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

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

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

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

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

2.1 PRECEDENCE

2.1.1. If there is any inconsistency between different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

2.1.1.1 Terms and Conditions

2.1.1.2 DEFCONS

2.1.1.3 Schedule of Requirements

2.1.1.4 Annex H – (TUPE).

2.1.1.5 Remainder of Contract Annexes.

2.1.1.6 Any documents incorporated by reference.

2.1.2. If a party becomes aware of any inconsistency within or between the documents referred to in Clause 2.1 (Precedence) such party shall notify the other party immediately and the parties will seek to resolve such inconsistency on the basis of the order of precedence set out in Clause 2.1.1.

2.1.3 Resolution shall be discussed, and a way forward jointly agreed at the next available scheduled Quarterly Review Meeting (QRM). All decisions will be recorded in the **Records of Decision's (RODs)** of the QRM in which the conflict or inconsistency has been raised. This decision in which provision in any circumstance prevail shall be final, conclusive and binding. The Contractor agrees to accept these changes to the Contract.

2.1.4 If resolution needs to be sought before the next scheduled QRM, ad hoc meetings will be arranged by the Contractor at the earliest feasible date.

2.15 Where the parties fail to reach an agreement, and if either party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with DEFCON 530 (Dispute Resolution).

2.2 SCOPE OF WORK

2.2.1 The Scope of Work is as described in The Schedule of Requirements (DEFFORM 110).

2.3 DURATION

2.3.1 The Contract will commence from the date of signature of the DEFFORM 10 and will expire on **31st December 2027**. **For the avoidance of doubt, Contract Year 1 shall be from the date of signature of the DEFFORM 10 to 31st December 2022 with each subsequent Contract Year ending on 31st December of that year.**

2.3.2 The Contract includes irrevocable options to extend the Contract duration to **31st December 2032** outlined at condition 4.5.

2.3.3 The Contractor must identify to the Authority as soon as they become aware that a deliverable will not be completed by the Contract expiry date, and then the Contractor shall in writing:

2.3.3.1 Detail what is outstanding on the deliverable and;

2.3.3.2 The reason(s) and/or cause for the outstanding deliverable in which they are unable to complete before Contract expiry and the impact and;

2.3.3.3 Provide the Authority with a written plan detailing how the outstanding deliverable will be delivered including, but not limited to, the timescales.

2.3.4 The Contract shall remain in force for the period stated above, subject to the rights of termination under this Contract.

2.3.5 All deliverables authorised during this period shall be completed under and in accordance with the provisions of the Contract. The Contractor shall notify the Authority's Commercial Officer where any item of contractor work shall be completed outside of the Contract period.

2.4 AUTHORITY REPRESENTATIVES

2.4.1. Any reference to the Authority in respect of:

- a) the giving of consent;
- b) the delivering of any Notices; or
- c) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this condition 2.4.

2.4.2. The Authority's Representatives detailed in DEFFORM 111 (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

2.4.3. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update DEFFORM 111 in accordance with condition 2.5 (Amendments to Contract).

2.5 AMENDMENTS TO CONTRACT

2.5.1. Except as provided for in DEFCON 113, all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Commercial Officer (name in the DEFFORM 111), and agreed by both Parties.

2.5.2. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Clause 2.25 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 2.5.1 above has been issued.

2.5.3 Nothing said, done or written by any person, nor anything omitted to be done, said or written by any person, including, but without limitation, any servant or agent of the Authority, shall in any way affect the rights of the Authority, modify, affect reduce or extinguish the obligations and liabilities of the Contractor under the Contract, or be deemed to be a waiver of rights of the Authority, unless as may be expressly stated in writing and signed by the Authority's Commercial Officer (name in the DEFFORM 111),

2.6 APPOINTMENT OF PRIME CONTRACTOR AND PLACING OF SUB CONTRACTS

2.6.1. For the purposes of the Contract and the work to be performed there under the Contractor shall be designated as the Prime Contractor, and shall accordingly be responsible at all times to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of the Contract as described in the Schedule of Requirements and Statement of Requirements (Clause 1 and Annex A).

2.6.2. The Contractor's responsibilities referred to shall apply equally to work carried out by Sub-Contractors in respect of the requirements of the Contract.

2.6.3 The Contractor shall be the Design Authority (DA) for any design modifications carried out under this Contract. The DA will be responsible to prepare and maintain all design specifications, manufacturing records, interface data and certification where required in accordance with the relevant MOD procedures as defined within the Quality Standards at Clause 3.1 of the Contract. This information is to be held and controlled by the Contractor for the duration of the contract.

2.6.4 Nomination of a Sub-Contractor as a DA does not relieve the Contractor of his responsibilities under Clause 2.6 of this Contract. The Contractor will ensure that all Sub-Contracted DA work is to the same standards as would be required if the Contractor were to carry out the work.

2.6.5 The Contractor shall ensure that the terms and conditions of this Contract are either copied verbatim or reflected manually in all Sub-Contracts, at whatever level is necessary to enable the Contractor to fully meet its obligations under this Contract.

2.6.6 The Contractor will furnish the Authority with a copy of any such Sub-Contract within five (5) working days of a request by the Authority.

2.6.7 Where it is necessary for the Contractor to appoint a Sub-Contractor in order to meet its obligations as set out in Annexes B and D of this Contract, the Contractor shall not do so unless and until a tasking has officially been agreed under Clause 2.13 – Contracting For Outputs Under Output Statement Of Requirement.

2.6.8 Should the Contractor place any Sub-Contracts in advance of an approved tasking form as defined in Clause 2.6.7 above, they do so at their own commercial risk, and the Authority accepts no responsibility for those contracts, including the payment for deliverables under those contracts.

2.6.9 The Contractor shall ensure that where possible/practical any element of work to be sub-contracted shall be openly competed and engagement of Small and Medium Enterprises must be sought during any competition for Sub-Contracting opportunities.

2.6.10 The Contractor shall maintain a list of all key sub-contractors, and what their involvement is, throughout the life of the Contract at Annex G. This list shall be made available to the Authority within five (5) working days of a request by the Authority. A key sub-contractor is defined at Annex X.

2.7 SUB-CONTRACTING WITH CROWN BODIES

2.7.1 Refer to DEFCON 681 (Edn 06/02).

2.8 ACCESS TO PREMISES AND TECHNICAL INFORMATION

2.8.1 In addition to any rights specifically reserved elsewhere in the Contract, the Contractor shall provide to the Authority or his authorised representatives, free access to all premises where the work of the Contract is being undertaken, (including those premises of any sub-contractors contracted by the Contractor to undertake the work required under this Contract), and to all technical information relevant to the Contract for the purposes of co-ordinating and monitoring the nature and the progress of the work. The Contractor accordingly undertakes to permit such access to his own premises and to ensure that similar rights are secured in the terms and conditions of all sub-contracts.

2.8.2 The Authority shall give reasonable notice when access to the premises of the Contractor or any sub-contractors is required.

2.8.3 The Authority will assist in arranging access to the relevant Authority site(s) and personnel required to undertake the work required under this Contract, in accordance with DEFCON 76. Requests for access/visits shall be made in a timely manner to allow any necessary clearances to be approved/authorised. No access will be granted unless such approval has been given. This shall be co-ordinated through the Project Manager, at Box 2 in the Appendix to Contract (DEFFORM 111).

2.8.4. The Contractor shall arrange access to other sources (i.e. Industry) themselves.

2.9 EXPORT LICENCES, OVERSEAS EXPENDITURE AND IMPORT LICENCES

2.9.1 Pursuant to clause 1 of DEFCON 528 requiring notification of overseas expenditure, the Contractor shall notify the Commercial Officer in writing within one month of the date of the Contract of any overseas subcontract or order he has placed or intends to place in order to fulfil its obligations under the Contract. Such notice shall include the following details:

- a) Contract number;
- b) Country in which the subcontract or order is placed or is intended to be placed;
- c) Name, division and full postal address of subcontractor;
- d) Value of the subcontract as applicable to the Contract; and
- e) Date the subcontract or order is placed or is intended to be placed.

2.10 TRANSPARENCY

2.10.1 See DEFCON 539 .

2.11 CHANGE OF CONTROL OF CONTRACTING AUTHORITY

2.11.1 The Authority's strategy for the support of equipment covered by this Contract may be subject to change during the period of this contract and this could result in the need for the Authority to novate the Contract to a third party. If the Authority decides that it needs to novate the Contract to a third party then it will give the Contractor a minimum of twelve (12) months notice of its intention to do so and will meet the Contractor to discuss the novation within the first three (3) months of this period of notice. The Contractor agrees that it will not unreasonably withhold agreement to any proposed novation to a third party.

2.11.2 During the period of notice, the parties shall agree a limit of liability that may be required in the event of any incident or event, that is proven to be the fault of either of the new Contracting Authority or the Contractor, which requires a halt to production and delivery of any of the SOR Items.

2.11.3 Any change of Contracting Authority shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to those detailed in the existing Contract. The prices recorded within the terms and conditions shall also remain unchanged in the event of a change of control of contracting Authority.

2.11.4 The Contractor shall not be required to submit any advice or information which would be in breach of either any pre-existing non-disclosure agreement or any regulations governing the supply of information to third parties.

2.11.5 For the purposes of this Condition 'Control' shall mean the power of a person or organisation to manage the Contract in accordance with the Conditions of Contract.

2.11.5.1 By means of implementing any remedial action required as a result of a breach of the terms and conditions of the Contract or;

2.11.5.2 By virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contract.

2.11.6 For the purposes of this Contract and only in the event of a change of Contracting Authority, any references to "MOD, the "Authority" and/or the "Secretary of State for Defence" shall equally mean the Contracting Authority.

2.12 GAINSHARE

2.12.1 Shall be operated in the manner described in Annex AI – Pricing Mechanism - of the Contract.

2.13 CONTRACTING FOR OUTPUTS UNDER OUTPUT STATEMENT OF REQUIREMENT

2.13.1 The Authority does not guarantee the quantity and/or type of work to be placed under Annex B and Annex D to the Contract. The Authority does not bind itself to order any specific quantity and/or type of work under Variable Tasking or to receive and pay for services other than those formally outlined at Annexes B and D to the Contract and placed through the tasking procedure as defined at paragraph 9.2 to the Contract.

2.13.2 The Authority may exercise the right on a NON-COMMITMENT OR PREJUDICE basis, to commit a quantity and/or type of work required under Annex B & D for a 12 month period annually utilising the Call Off Form held at Annex O. The completed Call Off Form held at Annex O is to be presented to the Authority on the third QRM of each contractual year, which is then finalised and approved one month before the end of each contractual year.

2.13.3 Any Variable Tasks/Call-Off Tasking's committed before the expiry of the Contract as defined at Clause 2.3 must be completed before the Contract expiry date unless otherwise agreed in writing by the Authority.

2.13.4 In consideration of the sums paid under Item 1 of the Schedule of Requirements by the Authority (i.e. the management charge) the Contractor shall not for the duration of the Contract withdraw or amend in any way the services outlined in Annexes A and C herein except by agreement in accordance with DEFCON 503.

Tasking Authorisation Procedure

2.13.5 The Contractor shall carry out the Tasking Form process as defined at paragraph 9.2 to this Contract.

Response Timescales to a Tasking Request

2.13.6 Tasks are to be identified as per the completed Annex L of the Contract at the time of tasking as either Routine, Complex or Urgent.

2.13.7 For Routine tasks the Contractor shall within fifteen (15) working days of receipt of a completed Task Authorisation Form (TAF) Part 1 – Request For Quotation (P1):

2.13.7.1 Provide acknowledgement of the Authority's request by means of a completed TAF Part 2 – Contractor's Firm Price Quotation For Task (P2) at Annex L along with a timescale and Firm Price for completion.

2.13.7.2 Identify any problems and/or issues with the Authority's request and notify the Project Manager as detailed at Box 2 of the DEFFORM 111.

2.13.8 For Complex Tasks the Contractor shall, within thirty (30) working days of receipt of a completed P1:

2.13.8.1 Provide acknowledgement of the Authority's request by means of a completed P2 at Annex L with a timescale and Firm Price for completion.

2.13.8.2 Identify any problems and/or issues with the Authority's request and notify the Project Manager as detailed at Box 2 of the DEFFORM 111.

2.13.9 For Urgent Tasks the Contractor shall, three (3) working days of receipt of a completed P1:

2.13.9.1 Provide acknowledgement of the Authority's request by means of a completed P2 at Annex L with a timescale and Firm Price for completion.

2.13.9.2 Identify any problems and/or issues with the Authority's request and notify the Project Manager as detailed at Box 2 of the DEFFORM 111.

Firm Hourly Rates

2.13.10 Detail of the Contractor's obligations relating to Firm Hourly rates can be found at Annex M to Contract.

2.14 LANGUAGE

2.14.1 All documents, drawings, specifications and all manner of correspondence delivered under this Contract, including amendments to drawings, associated with the project shall be written in UK English. Similarly, all meetings shall be conducted in, and all minutes of meetings shall be in the UK English Language.

2.15 NOT USED

2.16 TRANSFER OF UNDERTAKINGS FOR PERSONNEL EMPLOYED (TUPE)

2.16.1 See Annex H.

2.17 COMMUNICATIONS PLAN

2.17.1 The Contractor shall operate his communications in accordance with the plan at Annex AC.

2.18 CHANGE OF LAW

2.18.1. "Change of Law" means any change coming into force and effect after the Effective Date in any:

- a) Legislation;
- b) applicable judgement of a relevant court of law which changes binding precedent; or
- c) any other Regulations,

in each case provided that compliance with the change is a requirement under Legislation or failure to comply with the change would result in the Contractor being unable to fulfil its obligations under this Contract.

2.18.2. "Foreseeable Change of Law" means any Change of Law coming into force and effect after the Effective Date, where such change has, on or before the Effective Date, been published:

- a) in a draft Bill as part of a Government Departmental Consultation Paper;
- b) in a Bill;
- c) in a draft statutory instrument; and/or
- d) as a proposal in Series L of the Official Journal of the European Union,

provided that, if any Sub-Contractor is entitled to relief from the effect of any Change of Law under any Key Sub-Contract on terms that are additional to, or broader than, those set out in this Clause 2.18, to the extent that such terms are additional to, or broader than, those set out in this Clause 2.18, the Contractor shall not be entitled to a Relief Event (Clause 9.7) to the extent of and in respect of such Continuing Obligations of Law or (ii) any Change in Law which occurs on the United Kingdom leaving the European Union pursuant to a notice served on 29 March 2017 under Article 50 of the Treaty on the European Union and which relates to import or export tariffs or duties or other levies or taxes on the import or export of any goods, materials or equipment, to the extent that the implementation of the Change of Law has:

- a) directly caused the Contractor to be unable to achieve any obligation of the Contractor under this Contract; or
- b) had a direct cost impact,

such Change of Law shall be a Relief Event.

2.18.4. Any and all increased costs or expenditure incurred by, or any delay suffered by, the Contractor as a result of compliance with: (i) any Foreseeable Change of Law; or (ii) any Change in Law which occurs on the United Kingdom leaving the European Union pursuant to a notice served on 29 March 2017 under Article 50 of the Treaty on the European Union and which relates to import or export tariffs or duties or other levies or taxes on the import or export of any goods, materials or equipment shall not result in any entitlement to a Relief Event or to a Change.

2.19 NOT USED

2.20 MODERN SLAVERY

2.20.1. The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- a) the Modern Slavery Act 2015 ("**Slavery Act**"); and

b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

2.20.2. The Supplier shall:

- a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract; and
- e) implement a system of training for its employees to ensure compliance with the Slavery Act.

2.20.3. The Supplier represents, warrants and undertakes throughout the Term of the Contract that:

- a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world;
- b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
 - i. has been convicted of any offence involving slavery and trafficking; or
 - ii. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

2.20.4. The Supplier shall notify the Authority as soon as it becomes aware of:

- a) any breach, or potential breach, of the Anti-Slavery Policy; or
- b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

2.20.5. If the Supplier notifies the Authority pursuant to Clause 2.20.4, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

2.20.6. If the Supplier is in Default under Clauses 2.20.2 or 2.20.3, the Authority may by notice:

require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or immediately terminate the Contract.

2.21. Security Measures

2.21.1. For the purpose of DEFCON 659A, the Security Aspects Letter can be found at Annex J to these Terms and Conditions. A draft version shall be issued at ITN, and a final version issued at Contract offer. Changes in these classifications will be notified by the Project Manager shown in DEFFORM 111, to whom enquiries about the Security Aspects Letter should be addressed.

2.21.2 The security classification of this Contract has been assessed as "OFFICIAL – SENSITIVE".

2.22 CONDO

2.22.1 A completed CONDO Plan is held at Annex AD together with the CONDO Record at Appendix 1 to Annex AD.

2.22.2. 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, the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the contract.

2.23 PUBLICITY AND COMMUNICATIONS WITH THE MEDIA

2.23.1. The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

2.24 ENTIRE AGREEMENT

2.24.1 This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

2.25 CONTRACT CHANGE CONTROL PROCEDURE**2.25.1. Authority Changes**

Subject always to Clause 2.5 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Clause 2.25.

2.25.2. Notice of Change

- a) If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b) The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with Clause 2.25.3 below.

2.25.3. Contractor Change Proposal

- a) As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b) The Contractor Change Proposal shall include:
 - i. the effect of the Change on the Contractor's obligations under the Contract;
 - ii. a detailed breakdown of any costs which result from the Change;
 - iii. the programme for implementing the Change;
 - iv. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 - v. such other information as the Authority may reasonably require.
- c) The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

2.25.4. Contractor Change Proposal – Process and Implementation

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

- b) As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - i. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Clause 2.5 (Amendments to Contract); or
 - ii. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c) If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d) The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 2.25.4.b.(i) above.

2.25.5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 2.25.3.b above, and the process at Clause 2.5 above shall apply.

2.26 CONTRACTOR'S RESPONSIBILITY

2.26.1. The Contractor shall perform all its obligations under this Contract and provide the deliverable detailed in the Contract to the Authority for the duration of this Contract as outlined at 2.3.1.

2.26.2 The Contractor shall fulfil all requirements of the Contract to the satisfaction of the Authority's Project Manager (named in the Appendix to Contract (DEFFORM 111)).

2.26.3. The Contractor undertakes to the Authority that it shall ensure that at all times the deliverables are performed:

- (a) so as to satisfy all of the Statement of Requirements;
- (b) in compliance with all applicable Laws;
- (c) in compliance with Good Industry Practice;
- (d) in compliance with the Authority's health and safety policies (as updated from time to time);
- (e) in a manner designed to ensure that all arrangements meet all standards, specifications and requirements as may be set out in the Authority's current departmental policy (as updated from time to time);
- (f) Without limiting 2.26.3.e, in a manner that is consistent with the Authority discharging its functions and statutory duties.

2.27. CONTINUING OBLIGATIONS

2.27.1. Save as otherwise provided for in this Contract or as already taken into account in the calculation of any payment on termination pursuant to this Contract:

- a) termination or expiry of this Contract shall be without prejudice to any accrued rights and obligations prior to termination or expiry; and
- b) termination of this Contract shall not affect the continuing rights and obligations of the Parties under:
 - i. Annex X (Acronyms, Abbreviations, Definitions and Interpretations), Clauses 2.3 (Contract Duration), 2.1 (Precedence), 2.20 (Modern Slavery), 5.1 (Intellectual Property Rights), 5.5 (Controlled Information), 9.6 (Step-In Right - Authority), 7.5 (Contract Termination), 2.16 (TUPE Regulations), 7.7 (General Exit Strategy),
 - ii. DEFCONS; 21 (Retention of Records), 529 (Law (English)), 530 (Dispute Resolution (English Law)), 532B (Protection Of Personal Data), 538 (Severability), 609 (Contractor's Records), 632 (Third Party Intellectual Property - Rights and Restrictions), 659A (Security Measures), 660 (Official-Sensitive Security Requirements), 703 (Intellectual Property Rights - Vesting In The Authority), and

- iii. any other provision of this Contract which is expressed to survive termination or expiry or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

2.28. LIMITATIONS ON LIABILITY

Unlimited liabilities

2.28.1 Neither Party limits its liability for:

- i. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- ii. fraud or fraudulent misrepresentation by it or its employees;
- iii. 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
- iv. any liability to the extent it cannot be limited or excluded by law.

2.28.2 The financial caps on the Contractor's liability set out in Clause 1.4 below shall not apply to the following:

- i. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to DEFCON's 632, 656B & 611.
- ii. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);
- iii. the Contractor's indemnity in relation to Excessive Profits and Loss Indemnity – QDC under £50m;
- iv. breach by the Contractor of DEFCON 532B and Data Protection Legislation, and
- v. For the avoidance of doubt any payments due from the Contractor to the Authority 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 2.28.4 below.

2.28.3 The financial caps on the Authority's liability set out in Clause 2.28.5 below shall not apply to the following:

- i. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to DEFCON's 91, 632, 656B; Excessive Profits and Loss Indemnity – QDC under £50m;
- ii. the indemnity given by the Authority in relation to TUPE under Annex H shall be unlimited; and
- iii. For the avoidance of doubt any payments due from the Authority to the Contractor 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 2.28.5 below.

Financial limits

2.28.4 Subject to Clauses 2.28.1 and 2.28.2 and to the maximum extent permitted by Law:

2.28.4.1 [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:

- i. in respect of DEFCON 76 £[REDACTED] in aggregate;
- ii. in respect of DEFCON 514 £[REDACTED] in aggregate;
- iii. in respect of DEFCON 611 £[REDACTED] in aggregate;

iv. and in respect of DEFCON 612 £30,000 in aggregate;

2.28.4.2 without limiting Clause 2.28.4.1 and subject always to Clauses 2.28.1, 2.28.2, 2.28.5 and 2.28.4.3, 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 A1 and whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £[REDACTED] in aggregate.

2.28.4.3 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 2.28.4.1 and 2.28.4.2 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 2.28.4.1 and 2.28.4.2 of this Contract.

2.28.5 Subject to Clauses 2.28.1, 2.28.3, 2.28.3.3 and 2.28.6, 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.

2.28.6 Clause 2.28.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

2.28.7 Subject to Clauses 2.28.1, 2.28.2 and 2.28.8, 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:

2.28.7.1 indirect loss or damage;

2.28.7.2 special loss or damage;

2.28.7.3 consequential loss or damage;

2.28.7.4 loss of profits (whether direct or indirect);

2.28.7.5 loss of turnover (whether direct or indirect);

2.28.7.6 loss of business opportunities (whether direct or indirect); or

2.28.7.7 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.

2.28.8 The provisions of Clause 2.28.7 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:

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

- (i) to any third party;
- (ii) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
- (iii) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

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

2.28.8.3 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);

2.28.8.4 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;

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

2.28.8.6 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;

2.28.8.7 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);

2.28.8.8 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 1.8.9 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

2.28.9 If any limitation or provision contained or expressly referred to in this Clause [1] 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 Clause [1].

Third party claims or losses

2.28.10 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:

2.28.10.1 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

2.28.10.2 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

2.28.11 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.

3. SPECIFICATIONS, PLANS ETC

DEFCON 68 (Edn.09/21) - Supply of Data for Hazardous Articles, Materials and Substances

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

DEFCON 129J (Edn.18/11/16) - The Use Of The Electronic Business Delivery Form

DEFCON 503 (Edn.07/21) – Formal Amendments to Contract

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

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

DEFCON 606 (Edn 07/21) – Change and Configuration Control Procedure**DEFCON 608 (Edn.07/21) - Access and Facilities to be provided by the Contractor**

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

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

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

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

3.1 QUALITY MANAGEMENT PLAN & ASSURANCE

3.1.1 The Contractor shall be responsible for the production and implementation of the Quality Management Plan (QMP) at Annex S. The Contractor shall be solely responsible for the accuracy, suitability and applicability of the QMP.

3.1.2 All queries relating to the Contractor's obligations relating to the QMP shall be directed to the Quality Manager at Box 7 of the DEFFORM 111 at Appendix to Contract.

3.1.3 For the purposes of this Contract, the Contractor shall adhere to all relevant Quality standards and requirements, including, but not limited to, those set out at clause 10.

3.1.4 The Contractor shall maintain the QMP at Annex S.

3.1.5 The QMP shall at all times be in accordance with AQAP 2105 (Latest Edition).

3.1.6 In addition, Concessions shall be managed in accordance with Defence Standard 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements – Concessions.

3.1.7 The Contractor shall hold and maintain UKAS Accredited ISO 9001:2015 or equivalent certification and the scope will meet the contractual requirements, at no additional expense to the Authority throughout the duration of the Contract. The Authority is to be informed within 10 working days of any changes to certification, including changes to scope of activity during this period. The Authority may request at any point during the Contract that the Contractor shall supply the Authority with evidence of certification.

3.2 RISK MANAGEMENT

3.2.1 The Contractor shall follow the Risk Management process at Annex R of the Contract.

3.2.2 The Contractor is responsible for the management of Risk in relation to this Contract. The Contractor shall operate and retain an electronic joint Risk Register (see Appendix 1 to Annex R) as part of the management activities under Annex A and Annex C to the Contract.

3.2.3 The Contractor shall provide a soft copy of the joint risk register seven working days prior to each Quarterly Review Meeting.

3.2.4 All queries relating to the Contractor's obligations relating to Risk Management shall be directed to the Project Manager at Box 2 of the DEFFORM 111 at Appendix to Contract.

3.2.5 For the purposes of this Contract, the Contractor shall ensure deliverables at Annex R to the Contract are compliant with the Authority's Risk Management tools and requirements as defined in the AOF.

3.3 SAFETY & ENVIRONMENTAL

3.3.1 The Contractor shall ensure that all equipments subject to this Contract are safe, in so far as is reasonably practicable, and that all relevant statutory requirements and the requirements of the Contract are met in full.

3.3.2 In performing the Contract the Contractor shall comply with all his statutory duties and obligations relating to safety & environmental and shall be responsible for ensuring that no Contract requirement causes him to be in breach of any statutory duty or obligation relating to safety & environmental.

3.3.3 If it appears that any Specification or other Contract condition may render the Contractor in breach of any statutory duty or obligation relating to safety & environmental, he shall immediately draw that fact to the attention of the Authority.

3.3.4 The Authority may, without prejudice to any rights which may have arisen under Clause 3.3.2 above, require the Contractor to vary each such Specification or condition in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety & environmental

3.3.5 Nothing in the Contract, or in any other document created or signed on behalf of the Authority in connection with it, shall constitute a written undertaking for the purposes of Section 6(8) of the Health and Safety at work Act 1974 relieving the Contractor of any of his duties under Section 6 of the Act.

3.3.6 The Authority shall be entitled to reject the equipments if any relevant statutory safety & environmental requirements or any of the safety requirements set out in the Specification or elsewhere in the Contract, are not met in full.

3.3.7 The contractor shall ensure that the Environmental Impacts of the equipment is the Best Practicable Environmental Option (BPEO)

3.3.8 The following gives the programme of safety & environmental activities to be conducted under the contract for the in-service equipment. The timings shall be aligned with the document in Appendix 1 to Annex AA – Contractors Management Plan Schedule:

- In-Service Annual Safety Review
- Produce Meeting RODs and Actions
- Update the eCassandra Hazard Log
- Up-Issue the Safety & Environmental Case Report
- Review and update the Safety and Environmental Plan if required.

3.4 SAFETY AND ENVIRONMENTAL (S&E) DOCUMENTATION

3.4.1 The Contractor shall maintain the Safety & Environmental Management Plan (in accordance with Def Stan 00-056 – Safety Management Requirements for Defence Systems Part 1 (Issue 7 dated 28 Feb 17) and 2 (Issue 5 Dated 28 Feb 17) and Def Stan 00-051 Environmental Management Requirements for Defence Systems Part 1 (Issue 1 Dated 14/04/18) and 2 (Issue 1 Dated 14/04/18) and ASEMS at Annex P.

3.4.2 The Contractor shall undertake a Safety and Environmental review for each contracted equipment annually, in accordance with MOD policy (DSA03.DLSR.LSSR latest version). The reviews will be in accordance with the programme specified in the Safety Management Schedule and Environmental Management Schedule (Annex P); the Contractor shall note that flexibility may be required to ensure stakeholder attendance.

3.4.3 The Contractor shall maintain in accordance with Annex A, clause 2.10; Annex B, clause 2.10.3 and Annex C, clause 2.10.3 the existing safety cases for the contracted equipments that can be found at Annex K.

3.4.4 The Contractor shall maintain an Environmental Impact Assessment, supplemented by an Environmental Feature Matrix (see POEMS) covering all contracted equipments that can be found at Annex K.

3.4.5 The Environmental Case Report shall include as a minimum, a list of aspects and impacts documented within an Environmental Feature Matrix based on a preliminary screening and scoping study in accordance with Project Oriented Environmental Management System (POEMS) EMP02.

3.4.6 The Contractor shall allow the Authority access to the Contractors premises for the purpose of auditing Safety and Environmental process. The Authority may as part of this process, wish to Interview staff.

3.4.7 The Contractor shall update the Safety and Environmental Case Report and issue to the Authority within twenty working days after the Safety and Environmental Panel. Following review by the Authority the Contractor shall issue a final Safety and Environmental Case Report within twenty working days.

3.5 SPARES

3.5.1 The Contractor is required to carry out Level 1, 2, 3 & 4 repairs and maintenance for planned, unscheduled and emerging requirements for all contracted equipment utilising spares at Annex F.

3.5.2 A list of Level 1 & 2 spares is at Annex F to this Contract. The Contractor shall provide Level 1 & 2 spares to the Demanding Authority. Where the Contractor is not the manufacturer of the part, he shall provide a unique supplier reference number in the provided column within Annex F.

3.5.3 For the purposes of this contract the only authorised Demanding Authority for the provision of spares shall be the Babcock International Group. The point of contact for demands shall be;

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

E mail: I&RM-accountspayable@babcockinternational.com

3.5.4 No other MOD Unit or Project Team shall be entitled to demand from this contract and all such requests or instances should be immediately referred to the Authority's PM or his authorised representative.

3.5.5 – Spares - Ordering Procedure

3.5.5.1 Orders for the supply of Articles listed under Contract Item 4 at Annex F– Level 1 and 2 Spares shall be issued to the Contractor by Babcock International Group using a Purchase Order Form.

3.5.5.2 Within 5 working days of the date of issue of the Purchase Order, the Contractor shall confirm in writing that he is proceeding with the order. In the event that the Contractor is unable to accept the Purchase Order, or any particular Article of the Purchase Order, he shall notify the Point of Contact identified on the Purchase Order for each individual Order line within 5 working days of the date of issue of the Purchase Order, giving full details of the reasons for non-acceptance and/or those aspects of the order, which require amendment prior to acceptance for example: Delivery Date. Babcock International Group reserves the right to reject any such proposal to amend.

3.5.5.3 All Articles should be packed to the standard stipulated on the Purchase Order and be collected on an Ex Works basis from the address detailed on the Purchase Order.

3.5.5.4 Should Babcock International Group require the goods to be shipped [Carriage Paid] the Contractor shall provide a quotation for Babcock International Group consideration. If required this will be reflected on the Purchase Order.

3.5.6 - The Contractor shall supply items to the Authority under the following Domestic Management Codes (DMC)

- i. DEW
- ii. DMS
- iii. ISOGEN
- iv. PPRF
- v. TSCS

- vi. TARDIS
- vii. W21
- viii. MRBT2
- ix. WFMF
- x. K9

3.5.7 – Spares - Delivery

All Contract Deliverables shall be shipped in accordance with the requirements stated in the Contract and shall be accompanied by one delivery note per order / delivery. In addition, to assist with the processing of the receipt and subsequent payment, the delivery note shall be clearly marked with the following information in a human readable Barcode 39 font:

Contract Number
Order Number
NSN
PR Number (where applicable)
Qty

The delivery note shall make no reference to Terms and Conditions other than those stated in the Contract.

3.5.8 – Spares - Payment and Invoicing Procedure

The Contractor shall raise a commercial invoice and must include the Purchase Order Number in the name of 'Babcock International Group' and submit via Email to: -

I&RM-accountspayable@babcockinternational.com

Or to the following postal address:

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

For the purposes of DEFCON 522 and DEFFORM 522A (where applicable), the Relevant Form shall be the commercial invoice. DEFCON 522 clause 2a shall be replaced with the following: "arrange payment; or" and clause 3 shall not apply.

For the purposes of DEFCON 522 the Bill Paying Authority shall be as stated above.

The Contractor shall, on a monthly basis, also issue a statement of accounts, in Excel format to:

I&RM-accountspayable@babcockinternational.com

In the event that the Contractor does not adhere to the time of delivery notified by Babcock International Group, Babcock International Group shall not be held responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time.

3.6 **SUITABLY QUALIFIED AND EXPERIENCED PERSONNEL (SQEP)**

The Contractor shall manage the level of SQEP required for the delivery of this Contract. The SQEP shall be current and relevant to the contracted equipment or functions to which it pertains. The Contractor shall populate and maintain the SQEP Register at Annex AE from the contract start date.

3.7 FRACAS/DRACAS REPORTING

The Contractor shall manage and maintain a Failure Reporting Analysis & Corrective Action System (FRACAS) / Data Reporting & Corrective Action System (DRACAS). The FRACAS / DRACAS information is collected for presentation at the quarterly reviews (See Statement of Requirement in Annex A serial 2.1.1) using, as a minimum, the subject headings at Annex AF.

3.8 OBSOLESCENCE REPORTING

3.8.1 The Contractor shall be responsible for monitoring and reporting obsolescence for all DTSS equipment (Annex C, Serial 2.2 refers) using Annex AG.

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

3.9 BUSINESS CONTINUITY

3.9.1. The Contractor shall demonstrate an effective and project specific Business Continuity and Incident Management/Business Continuity and Disaster Recovery plan in accordance with BS EN ISO 22301:2019, Security and resilience – Business continuity management systems. Business Continuity Plan can be found at Appendix 2 to Annex AA.

3.10 TRAINING NEEDS ANALYSIS

3.10. The Contractor shall keep the Training Needs under constant review throughout the life of the equipment, taking into account the purchase of new equipment, any changes in equipment design or usage, obsolescence, and any other circumstances where he deems such further training may be required. Where the Contractor identifies a need for further training he shall notify the Authority accordingly. The Authority shall consider the proposal and inform the Contractor of their decision.

3.11 SUSTAINABLE PROCUREMENT

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

3.11.2. The Contractor shall take all reasonable steps to procure the observance of the economic, social and environmental legislation related to the subject matter or the execution of the Contract by any servants, employees or agents of the Contractor and any Sub-Contractors engaged in the performance of the Contract.

3.11.3. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of economic, social or environmental legislation related to the subject matter or throughout the life of the Contract, against the Contractor, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract, the Contractor shall immediately notify the Authority's Commercial Officer.

3.11.4. Any convictions during the period of the Contract for criminal breaches of economic, social or environmental legislation related to the subject matter or throughout the life of the Contract by the Contractor or any of the Contractors directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this contract in accordance with DEFCON 514.

4. PRICE

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

NOTE - For the purposes of the Contract, the frequency of reports shall be monthly.

4.1 PRICING

4.1.1 The Contract Prices within Annex A, B and F to the Contract for the first three (3) years shall be Firm Prices (not subject to variation), in pounds sterling, exclusive of VAT and will not be subject to any escalation.

4.1.2 The Contract Prices within Annex A, B and F to the Contract for Years four (4) and five (5) and the option years (2 + 2 + 1) shall be Fixed Prices (subject to variation), in pounds sterling, exclusive of VAT and will be subject to any escalation.

4.2 TRAVEL AND SUBSISTENCE

4.2.1 Claims for Travel and Subsistence for all tasks within the contract shall be in accordance with the actual limits listed below, unless the Authority agrees otherwise prior to the placing of a Task. These limits are inclusive of VAT.

4.2.2 The Contractor may claim up to a maximum of £[REDACTED], per person inclusive of accommodation, lunch and evening meal. Any price in excess of these limits will require justification and the approval of the Commercial Officer prior to placing the Tasking Order.

4.2.3 For any vehicle journeys made in the performance of the Tasking Order, the Contractor may claim the approved mileage rates in accordance with HMRC Guidance. The approved mileage rate is to be agreed by the Contractor and the Authority as at the start of the contract year. It is the Contractor's responsibility to ensure that their employees have business travel cover within their motor insurance. Claims including vehicle insurance are inadmissible.

4.2.4 In exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Contractor may request reimbursement for short-term car hire to meet specifically the performance of the Task.

4.2.5 For Air, Sea and Rail travel, if possible the Contractor shall use any benefits obtained as a direct consequence of the Contractor's performance under the contract (e.g. Air Miles) to offset the costs of further travel required in performance of Tasking Order(s) placed under this contract.

4.2.6 All Air, Sea and Rail travel shall be at standard rates – as defined in the Ministry of Defence Statement of Civilian Personnel Policy Business Travel Guide (Version 1.0 – 2021) – unless specifically Authorised by the Authority's Commercial Officer Prior to placing of the Tasking Order.

4.3 NOT USED

4.4 VARIATION OF PRICE

4.4.1 The prices stated as FIXED in the Schedule of Requirements and any other Annex that forms part of this Contract are FIXED at Contract Y1 (2022) 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:

$$V = P (O_i/O_0) - P$$

Where:

V represents the variation of price

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

O represents combined indexes from G6VF – Electrical Equipment for Domestic Market and HQTl-Service & Support as $((G6VF \times 0.5) + (HQTl \times 0.5))$

O0 represents the average OUTPUT Price Index figure for the base period Q1 2021 (as above published by the ONS on 21/04/2021)

O_i represents the average OUTPUT Price Index figure for the contractual scheduled year of delivery. The Q1 index figure as published in the April prior to the start of that contractual year shall be used.

(e.g for Contract Y4 (2025) prices, O_i would be Q1 of 2024).

4.4.2. The Index referred to in Clause 4.4.1 above shall be taken from the following Tables:

1. Electrical Equipment for Domestic Market - ONS Publication "Producer price inflation time series (MM22) "G6VF"
2. Top Level Service producer price inflation (SPPI) Sections H to U excl. Section K - ONS Publication "Service producer price inflation time series: SPPI "HQTl"

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

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

4.4.5. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 4.4.4 above) shall then be applied.

4.4.6. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.

4.4.7. 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.

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

4.4.9. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause 4.4 have been met.

4.5 EXERCISE OF OPTIONS

4.5.1. The options below are subject to the pricing provisions as at clause 4.4

4.5.2. The Contractor hereby grants to the Authority the irrevocable options, as set out and summarised below, 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:

1 x 2 year Option from 1st January 2028 to 31st December 2029

1 x 2 Year Option from 1st January 2030 to 31st December 2031

1 x1 Year Option from 1st January 2032 to 31st December 2032

4.5.3. The Authority shall have the right to exercise the options having provided 6 months notice before the expiry of the contract.

5. INTELLECTUAL PROPERTY RIGHTS

DEFCON 14 (Edn.06/21) – Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs

DEFCON 15 (Edn.06/21) – Design Rights And Rights To Use Design Information (See CDR Annex V)

DEFCON 16 (Edn.06/21) – Repair and Maintenance Information (See CDR Annex V)

DEFCON 21 (Edn.06/21) – Retention of Records (See CDR Annex V)

DEFCON 90 (Edn.06/21) – Copyright

DEFCON 91 (Edn.06/21) – Intellectual Property Rights In Software

DEFCON 126 (Edn.06/21) – International Collaboration

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

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

DEFCON 703 (Edn.06/21) – Intellectual Property Rights Vesting in the Authority

NOTE - DEFCON 703 shall apply to any IP generated as a result of tasks of the type described in the Guidelines for Industry No 10, Part A, Paragraph 16 dated 1 October 2007. Individual tasks to which DEFCON 703 shall apply will be identified prior to work commencing

5.1 INTELLECTUAL PROPERTY RIGHTS (IPR)

5.1.1. All documentation (including training materials, user manuals etc.) generated under this contract shall be subject to DEFCON 703.

5.1.2. The Contractor shall not use or disclose any material called for or generated under this Contract without explicit permission from the Authority.

5.2 THIRD PARTY IPR AUTHORISATION

5.2.1. 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.

5.3 CONFIDENTIALITY CLAUSE

5.3.1. This Condition shall apply in addition to and notwithstanding DEFCON 531 or any other confidentiality condition of the Contract.

5.3.2. The Contractor shall identify any Commercially Sensitive Material in the DEFFORM 539A at Annex AH. Any such provision of information shall, subject to 5.3.4, be kept confidential for the periods specified in Annex AH or otherwise agreed between the Contractor and the Authority.

5.3.3. Each of the Contractor and the Authority shall:

- a. treat information it receives from the other under this Contract or in connection with the provision of the Services as Commercially Sensitive Material;
- b. only disclose such information to those Contractor Related Parties or Authority Related Parties having a need to know for the purposes of this Contract and the Services;
- c. not copy any information otherwise than for the purposes of this Contract; and
- d. not disclose any such information to Third Parties except as permitted under, and subject to the provisions of, DEFCON 531.

5.3.4. The Contractor shall ensure that all personnel engaged in delivering the Services are aware of the obligations of 5.3.3 prior to receiving any information.

5.3.5. Upon expiry or termination of this Contract for any reason, save to the extent permitted to be retained under this Contract or by law, the Contractor shall (and shall procure that each Contractor Related Party shall) return to the Authority all Commercially Sensitive Material of the Authority or any Authority Related Party in its possession or control.

5.3.6. The provisions of 5.3 and DEFCON 531 shall supersede and replace any other confidential undertakings agreed in writing between the parties with respect of the subject matter of this Contract prior to the date of this Contract.

5.4 EMPLOYEE'S ACKNOWLEDGEMENT TO EMPLOYER OF OBLIGATIONS RELATING TO CONFIDENTIALITY

5.4.1. Where specific tasks or work involves the use of third-party information or material, or where a contractor employee, but not the broader Contractor, is entitled to receive foreign export-controlled information, the Contractor shall ensure that any employee of the **contractor** who engaged in the performance of the Contract/Task shall sign the confidentiality acknowledgement DEFFORM 702 at Annex Y.

5.5 CONTROLLED INFORMATION

5.5.1. This Condition shall apply in addition to and notwithstanding DEFCON 531 or any other confidentiality condition of the Contract.

5.5.2. For the purposes of this Condition "Controlled Information" shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend "Controlled Information" or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.

5.5.3. The Contractor shall:

- a. hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;
- b. not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;
- c. not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;
- d. protect the Controlled Information diligently against unauthorised access and against loss; and,
- e. act diligently to ensure that:
 - a. Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract; and
 - b. employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.

5.5.4. Where Controlled Information is provided to the Contractor, the contractor shall:

- a. compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
- b. maintain this register for the duration of the Contract and for two years following completion of the Contract.
- c. make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,
- d. at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

5.5.5. This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

- a. that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;
- b. that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;
- c. that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
- d. from its records, that the information was derived independently of the Controlled Information;

to the extent that copying, use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

5.6 INTELLECTUAL PROPERTY RIGHTS (IPR) SUBCONTRACTORS (DEFFORM 177)

5.6.1 DEFFORM 177 is at Annex W for completion by the Contractor at Contract Award.

6. LOANS

DEFCON 23 (Edn.06/21) – Special Jigs, Tooling and Test Equipment

DEFCON 76 (Edn.06/21) - Contractor's Personnel at Government Establishments

DEFCON 129 (Edn.02/22) - Packaging (For Articles other than Munitions)

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

DEFCON 661 (Edn.06/21) – War Risk Indemnity**DEFCON 694 (Edn.07/21) - Accounting For Property of the Authority****6.1 GOVERNMENT FURNISHED ASSETS (GFA) (EQUIPMENT, FACILITIES, RESOURCES AND INFORMATION)**

6.1.1 The Authority shall be responsible for providing and/or making available free of charge to the Contractor those requirements in terms of Government Furnished Assets (GFA) which are clearly defined by description, quantity, date required, period and purpose in Annex I to the Contract. Any GFA issued to the Contractor will be managed in accordance with DEFCON 23 and DEFCON 694.

6.1.2 The GFA listed at Annex I or identified in Tasking Forms generated at Annex L to Contract shall be made available to the Contractor on the terms stated within the Contract. The Authority shall be responsible for the initial delivery and final collection of all GFA to and from the Contractor's premises unless otherwise agreed with the Contractor. The Contractor shall maintain a Public Stores Account in accordance with DEFCON 694, which shall be available for review at the quarterly review meetings.

6.1.3 In addition to the care and maintenance requirements of DEFCON 611, the Contractor shall be responsible for:

6.1.3.1 The provision of covered, dry and secure facilities for the custody of all GFA, excluding containers and vehicles which will be held securely outside.

6.1.3.2 Any reasonable servicing of equipment, including Preventative and Scheduled Maintenance, held on loan in accordance with the relevant Servicing Schedules and Technical Documentation. Spare parts for such servicing of GFE shall be issued to the Contractor on Embodiment Loan Terms as required.

DEFINITIONS

6.1.4 Issues/loans of GFA shall fall into the following:

6.1.4.1 All loans of GFA fall into one of the following loan categories; Contract Work Item (CWI), Contract Support Item (CSI), Contract Embodiment Item (CEI) and Contract Work Arising (CWA) (see Definitions Annex X).

6.1.5 GFA can be split down into four areas these are: Government Furnished Information (GFI), Government Furnished Equipment (GFE), Government Furnished Facilities (GFF) and Government Furnished Resources (GFR). (see Definitions at Annex X).

PROCESS

6.1.6 The Contractor shall contact the Authority's Project Manager (detailed at Box 2 of the DEFFORM 111) to request any additional GFA for use in delivering the Contracted Service; this will then be accounted for and managed in accordance with DEFCON 23 and DEFCON 694. Where the Contractor's request for GFA forms part of a Tasking Form as at Annex L, the request shall be made as part of the Tasking Form.

6.1.7 The Authority shall be responsible for providing and/or making available free of charge to the Contractor those requirements in terms of GFA which are specially and clearly defined by description, quantity, date(s), period(s) and purpose(s) at Annex I or in an Annex L Tasking Form of the Contract.

6.1.8 The Authority will endeavour to provide the Contractor with a minimum of one (1) months notice if any GFA cannot be provided at the agreed time and will advise the Contractor when the GFA is expected to be provided. Upon receipt of such notice, the Contractor shall provide the Authority with written proposals to minimise the impact of delays on the timescale and cost to the programme, including a firm price for their cost. Such proposal shall be provided with a period of time mutually agreed between the parties, but which shall not be longer than twenty (20) working days from receipt of notice. If the Contractor does not provide such proposals within the mutually agreed period, then he shall be deemed to have waived any claim for an extension to the timescale of the programme and/or an adjustment to the firm price.

6.1.9 In the event that the listed requirements at Annex I or identified in Tasking Forms generated at Annex L to the Contract are not specified in every particular, the Contractor shall notify the Authority of all particulars of the requirements as soon as reasonably possible and no later than two (2) months before the supplies are required. Within the required amount of notice (two (2) months) the Authority shall use their best endeavours to make available the supplies at the due time. If the Contractor fails to give the required amount of notice or an adequate description of the particular required, the Authority shall accept no liability to provide the supplies within the revised timescales for any consequential delay or cost increases to the agreed firm price.

6.1.10 If the Contractor wishes the Authority to provide supplies not included at Annex I or in an Annex L Tasking Form he must give the Authority no less than two (2) months notice of his requirements in every particular. The Authority shall use their best endeavours to meet such additional requirements, free of charge, but where the Authority is unable to provide such additional requirements they shall not be held liable for any costs or delays. If the supplies can be provided, appropriate terms shall be negotiated and approval given by Amendment to Contract.

6.1.11 The Authority shall have no liability to the Contractor if when the supplies are made available or offered to be made available on the agreed dates and the Contractor fails to make use of them. Any additional costs arising from this failure will be the responsibility of the Contractor. The Authority shall accept no liability for cost increases to the agreed firm price.

6.1.12 The Contractor's attention is drawn to DEFCON 611 whereby any Article(s) found to be damaged or which do not meet the requirements shall be reported promptly to the Authority who will provide the Contractor with instructions as to the disposal, repair or replacement of the defective Article(s). In the event that the Authority fails to make good the defective Article(s), either by repair or replacement, in time to meet the Contracted delivery schedule, the Authority shall be responsible for any reasonable additional expense incurred by the Contractor and any effect such a delay has to the programme. The Contractor shall be responsible for any loss or damage incurred to the items during transportation that has been arranged by the Contractor. In the event of a total loss or any damage to any item occurring during transport arranged by the Contractor, the Contractor shall be liable to replace, or repair said item(s).

REPORTING/RECORDING

6.1.13 At each QRM the Authority and the Contractor shall jointly review the GFA requirements identified in Annex I to Contract and any live Annex L Tasking Forms. In the event that during such reviews it is identified that a GFA item is no longer required, then that item shall be deleted and recorded on the GFA register at Annex I.

RETURN OF GFA

6.1.14 GFA shall be made freely available for collection by the Authority as requested. Where the Authority requires the GFA to be delivered by the Contractor it shall do so by the placing of a variable task on the Contractor as part of the General Exit Strategy at Clause 7.7

GOVERNMENT FURNISHED INFORMATION

6.1.15. 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.

6.1.16 Jigs, tools, etc. provided on Contract DEPI/0008 under the terms of DEFCON 23 are to be used on this Contract.

7. DELIVERY

DEFCON 5J (Edn.18/11/16) - Unique Identifiers

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

DEFCON 507 (Edn.07/21) – Delivery

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

DEFCON 524 (Edn.12/21) – Rejection

NOTE - For the purpose of DEFCON 524 the specified period shall be 30 days

DEFCON 525 (Edn.10/98) – Acceptance

NOTE - For the purpose of DEFCON 525 the specified period shall be 30 days

DEFCON 526 (Edn.08/02) – Notices

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

DEFCON 621A (Edn.12/21) - Transport (if Authority is responsible for transport).

DEFCON 621B (Edn. 10/04) - Transport (if the Contractor is responsible for transport).

7.1 DELIVERY

7.1.1 Delivery of articles will be in accordance with DEFCON 621A (where the Authority is responsible for Transport) or DEFCON 621B (where the Contractor is responsible for Transport) and Annexes A, B, C and D to the Contract and in accordance with Clause 2.13 – Contracting for Outputs under Output Statement of Requirement and Annex L of this Contract.

7.1.2 In accordance with DEFCON 627, delivery will only be considered complete when 100% of a delivery obligation has been received and accepted by the Authority using a Certificate of Conformity (C of C) provided by the Contractor. The C of C confirms that the product meets contractual requirements. It will also include information relating to material traceability and design providence of that product.

7.1.3. In the event that any Articles under the Contract are delivered from a sub-contractor direct to the Joint Support Chain, the Contractor shall be responsible for providing all necessary support and assistance to the receiving Depot in order to remedy any defects discovered during the Post Delivery Inspections conducted on all Articles by that Depot.

7.1.4 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.

7.1.5 Any Deliverable for delivery into a UK depots shall be marked and packaged in accordance with the latest version of the LCST Supplier Manual.

7.2 WARRANTY

7.2.1 If, within 12 months from the date upon which a repaired and/or calibrated Article fails, develops any defects or otherwise found to be unsatisfactory, other than as a result of an act of omission of the Authority under this Contract, the cost of rectification including surface transport to and from a MOD depot in the UK and, the cost of any spare parts shall be borne by the Contractor.

7.2.2 In the event that the Contractor incurs costs in ascertaining the cause of the faults, which are subsequently agreed by the Authority not to be attributed to him, the Authority will pay fair and reasonable prices for the work properly incurred. The Contractor will mitigate the costs to the Authority where ever possible.

7.2.3 For the avoidance of doubt, Warranty under this Contract shall be in accordance with the AESP standard specified in Contract Annex A.

7.3 FORCE MAJEURE

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

7.3.1.1 Acts of nature;

7.3.1.2 War;

7.3.1.3 Hostilities;

7.3.1.4 Fire at any of the Contractor's premises or those of its suppliers.

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

7.3.3 Subject to Clause 7.3.4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

7.3.4 The maximum extension of time granted under this clause shall be limited to three (3) months after which time the Authority may, on giving one (1) month's written notice to the Contractor, terminate this Contract in accordance with DEFCON 514.

7.3.5 Pandemics (such as COVID-19) or strikes at a contractor's premises are not Force Majeure events. It is the responsibility of the contractor to ensure they have business continuity plans to mitigate against such risks.

7.4 KEY PERFORMANCE INDICATORS (KPI's)

7.4.1 Key Performance Indicators are at Annex E to the Contract which will be reported against at each Quarterly Review Meeting.

7.4.2 The Contractor and the Authority agree to monitor performance in accordance with Annex E.

7.4.3 The Contractor agrees that failing to achieve the stated levels of support on core tasks will invoke the Authority's right to apply the monetary deductions outlined at Annex E to the Contract.

7.4.4 The Contractor agrees that failing to achieve the stated levels of support on variable tasks will invoke the Authority's right to apply Service Credits as stated at Annex AI to the Contract.

7.5 CONTRACT TERMINATION (OTHER THAN A FORCE MAJEURE EVENT BASED TERMINATION)

Fault Based / Insolvency Based Termination

7.5.1 The Authority shall be entitled to terminate the whole or any part of this Contract by giving notice in writing to the Contractor if any one or more of the following events happens:

- a) subject to 7.6.1 to 7.6.3 (Rectification), if the Contractor commits a Default (as defined in Annex X); and/or
- b)
 - i. **DEFCON 514** - Material Breach;
 - ii. **DEFCON 515** - Bankruptcy and Insolvency;
 - iii. **DEFCON 520** - Corrupt Gifts and Payments of Commission;
 - iv. **DEFCON 659A** – Security Measures; and/or
 - v. **DEFCON 660** -Official-Sensitive Security Requirements

7.5.2 If the Authority wishes to terminate the whole or any part of this Contract pursuant to Clause 7.5.1, it must serve a notice on the Contractor stating:

- a) that the Authority is terminating the Contract pursuant to Clause 7.5.1; and
- b) the ground(s) for termination, giving reasonable details; and
- c) that the Contract shall (subject to Clauses 7.6.1 to 7.6.3 (Rectification)) terminate on the day falling 30 (thirty) Business Days after the date the Contractor receives the Termination Notice. Are we allowing the right to rectify all the above. for example for bankruptcy?

7.5.3. If the Authority terminates the whole or any part of this Contract pursuant to Clause 7.5.1, the termination costs in DEFCON 514 shall apply.

Persistent Breach

7.5.4. If a particular breach by the Contractor of this Contract has; continued for more than 30 (thirty) Calendar Days or occurred more than 3 (three) times in any 3 (three) month period or relates to the following KPI breaches;

- a) Any single failure by the Contractor to achieve a Key Performance Indicator under the Contract that necessitates the Authority seeking internal re-approval to continue the Contract.
- b) A repeat failure of the same Key Performance Indicator within an immediate three (3) month period. The three (3) month period starts from the date of the first failure being logged and expires three (3) calendar months after that first failure.
- c) Four (4) failures of any Key Performance Indicators within a twelve (12) month period. The twelve (12) month period starts from the date of the first failure being logged and expires twelve (12) calendar months after that first failure.
- d) Failure to deliver any delivery obligation within the defined timescales, as detailed in at Clause 7.1 – Delivery. The defined timescales are the Target timescales as detailed in Annex E – Key Performance Indicators, excluding the timescale for customer acceptance.

then the Authority's Representative may serve a notice on the Contractor:

- a) specifying that it is a formal warning notice; and
- b) giving reasonable details of the breach; and
- c) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

7.5.5. If, following service of such a warning notice the breach specified has continued beyond 30 (thirty) Calendar Days or recurred in 1 (one) or more months within the 6 (six) month period after the date of service, then the Authority's Representative may serve another notice (a Final Warning Notice) on the Contractor's Representative:

- a) specifying that it is a Final Warning Notice; and
- b) stating that the breach specified has been the subject of a warning notice served within the 6 (six) month period prior to the date of service of the Final Warning Notice; and
- c) stating that, if such breach continues for more than 30 (thirty) Calendar Days or recurs in 1 (one) or more months within the 6 (six) month period after the date of service of the Final Warning Notice, this Contract may be terminated.

7.5.6. A warning notice may not be served in respect of any incident of breach which has previously been counted in the award of a separate warning notice.

7.5.7. If the breach continues for more than 30 (thirty) Calendar Days or recurs in 1 (one) or more months within the 6 (six) month period after the date of service of the Final Warning Notice, it shall constitute a Persistent Breach) and one for which the Authority is entitled to terminate.

7.6 RECTIFICATION

7.6.1 If the Contractor commits a Default (other than a Persistent Breach or a Default identified in limbs (d), (e) or (f) of the definition of that term) and further to the Authority's issue of its notice in accordance with Clause 7.5.1 such breach is capable of being rectified or remedied, the Contractor shall, in consultation with the Authority, have the opportunity to set out within 10 (ten) Business Days after the date of the Authority's notice how the Contractor intends to remedy such a breach (such proposal to be reasonably acceptable to the Authority). The Contractor's rectification proposal to the Authority shall, as a minimum, specify:

- 7.6.2.1 The circumstances that led to the Default

7.6.2.2 The extent to which the Contractor proposes to rectify the Default.

7.6.2.3 Full details of all measures the Contractor proposes to take to rectify the Default.

7.6.2.4 The timescale within which the Contractor proposes to rectify the Default.

7.6.2.5 The full details of the mitigation strategy to stop a recurrence of the Default.

7.6.2 If no such proposal for rectification reasonably acceptable to the Authority is received by the Authority within 10 (ten) Business Days after the date of the Authority's Termination Notice, then the Authority may terminate this Contract in accordance with Clause 7.6.4.

7.6.3 If a proposal for rectification reasonably acceptable to the Authority is received by the Authority within 10 (ten) Business Days after the date of the Authority's Termination Notice, the Contractor shall remedy the relevant Default within 30 (thirty) Calendar Days after the date of the Authority's Termination Notice. At the expiry of that period:

- a) if the Contractor has failed to rectify, or cause to be rectified, the Default to the satisfaction of the Authority, then the Authority may terminate this Contract in accordance with Clause 7.6.4; or
- b) if the Contractor has rectified, or has caused to be rectified, the Default to the satisfaction of the Authority, then the Authority shall issue a notice to such effect, whereupon the Authority's Termination Notice in respect of the relevant Default alone shall be deemed withdrawn.

Termination Notice

7.6.4 Following the issue of a Termination Notice pursuant to Clause 7.5.1 above, this Contract or the relevant part thereof shall (subject to Clauses 7.6.1 to 7.6.3 above) terminate 30 (thirty) Business Days after (and including) the date of the Termination Notice.

7.7 GENERAL EXIT STRATEGY

7.7.1 The Authority and the Contractor recognise the importance of timely planning to ensure that, following expiry or termination of the Contract, there is a seamless and effective transition to alternative Support arrangements. Following expiry or termination of the Contract, the Contractor shall assist the Authority if necessary in the implementation of such alternative Support arrangements; the extent of such assistance shall be mutually agreed between the Authority and the Contractor at the time. The Contractor shall complete the activities described in the Exit Management Plan contained within Annex AA – Contractor's Management Plan (to be inserted at Contract Award) to the Contract which shall be reviewed and updated if necessary by the Contractor at not less than quarterly intervals with the agreement of the Authority and may result in a formal contract amendment. The activities described in the Exit Management Plan will be overseen by the Authority's Project Manager or his authorised representative. The Contractor shall allow the Authority's representatives reasonable access to Contract Data throughout the Contract term to ensure the Contract Data prepared in accordance with the provisions of this clause is adequate in terms of scope and stage of completion. These activities shall include, but not be limited to:

7.7.1.1 Completion of all maintenance and inspections up to an agreed transition date for each equipment or asset.

7.7.1.2 Completion of incident sentencing obligations and rectification following on from the forum.

7.7.1.3 Provision of all contract equipment data, asset management data and manufacturing data packs complete up to the transition date for each piece of equipment (including historical data since contract start).

7.7.1.4 Provision of all inventory management data complete up to the transition date for contract equipment and assets (including historical data since contract start).

7.7.1.5 Provision of a final report incorporating the latest updated quarterly reports and element plans extant for the contract equipment and assets system in the current configuration.

7.7.1.6 Provision of a final report listing any GFA held in support of this Contract in a format acceptable to the Authority.

7.7.1.7 For the avoidance of doubt, the GFA held by the contractor shall be made freely available to the Authority at zero cost.

7.7.1.8 For the avoidance of doubt, a TAF shall be raised to fulfil the General Exit Strategy elements specified in 7.7.1 - 7.7.1.6 as at Contract Annex L.

7.7.1.9 Where the Authority requires the Contractor to deliver GFA to a UK location the Authority shall task the Contractor utilising a TAF.

7.8 **TERMINATION OF INDIVIDUAL TASKS**

7.8.1 In addition to the Authority's rights of termination under the Terms and Conditions of Contract, the Authority may terminate any individual task placed under clause 9.2 to the Contract at any time in writing to the Contractor. Where appropriate, the Authority will require the Contractor to furnish a report covering work done to the date of termination with such recommendations as may be possible at that stage. The Authority's liability for the individual task shall be confined to payment as if the Contract or task had been terminated under DEFCON 656B – Termination for Convenience (Contracts £5M and Over).

8. **PAYMENTS/RECEIPTS**

DEFCON 513 (Edn.07/21) - Value Added Tax

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

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

DEFCON 670 (Edn.02/17) - Tax Compliance

8.1 **PAYMENT**

8.1.1 Payment for all Articles of contract shall be in accordance with DEFCON 522. The Authority and its appointed provisioners will make payments via the following methods:

8.1.1.1 The Authority will make payments to the Contractor via CP&F and any monies shall be claimed by the Contractor in accordance with the contract.

8.1.1.2 Any Demanding Authority shall raise an order and receipt using their own policies and procedures.

8.1.2 Payment for authorised and completed Tasks called for under Annex B and Annex D to the Contract will be paid to the Contractor on satisfactory completion of those tasks in accordance with Clause 9.1.9 and Clause 9.2. Purchase Orders for all tasking payments shall be raised on CP&F in advance of any work being conducted by the Contractor, and be receipted upon acceptance of delivery by the Project Manager named at Box 2 of the DEFFORM 111.

8.1.3 Payment for the work called for under Annex A and Annex C will be paid to the Contractor monthly in arrears in accordance with Clause 2.13 – Contracting For Outputs Under Output Statement Of Requirement. For Pricing Mechanism refer to Annex AI.

8.1.4 Should the Contractor not achieve the annual efficiency saving by the end of each MoD Call-Off Tasking Year (December) as per Annex AI, payment shall be taken from the final Monthly Tasking Call-Off payment of the year and shall be reduced by any shortfall against the 'Minimum Percentage Saving' as detailed in Annex AI.

8.2 **NOT USED**

8.3 **SERVICE CREDITS/NON AVAILABILITY**

8.3.1 Refer to Annex AI of the Contract.

9. CONTRACT ADMINISTRATION

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

NOTE - For the purposes of the Contract, the frequency of reports listed in DEFCON 604 shall be quarterly.

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

NOTE - For the purposes of the Contract, the form and frequency of reports is listed at 9.10 to 9.1.12.6.

NOTE - For the purposes of the Contract, the annual reports shall be submitted via DefCARS.

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

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

NOTE - For the purposes of DEFCON 642, Paragraph 3 does not apply. However, Clause 9.1.5 of this Contract does apply.

9.1 REPORTS AND MEETINGS**Meetings**

9.1.1 For the duration of this Contract in accordance with Clause 2.3 – Duration, Quarterly Review Meetings between the Authority and the Contractor shall be held at the Contractor's premises, unless an alternative location or format, such as the Authority's premises or a virtual meeting, is requested by the Authority. Where alternative locations are used, the tasking process at paragraph 9.2 is to be utilised for the Contractor's Travel and Subsistence.

9.1.2 The Contractor shall attend other meetings and provide reports as listed at Annex A to the Contract.

9.1.3 In addition to the list of meetings set out at Annex A to the Contract, the Contractor shall arrange and hold a Contract start-up meeting at their premises with the Authority within thirty (30) calendar days of Contract commencement.

9.1.4 In the event that it proves necessary for the Contractor to change the structure, frequency or venue of the meetings, the Contractor shall not pass on any additional costs to the Authority.

9.1.5 Unless otherwise agreed by the Authority, the Authority will chair all meetings. The Contractor shall provide secretarial services for these meetings within the Contract price. Such services shall include, but are not limited to, the circulation of agendas, the preparation of draft RODs and Actions for approval by the Authority, the incorporation of Authority amendments to RODs and Actions, and the circulation of approved RODs and Actions. Draft agendas (with previous agreed RODs and Actions attached) shall be submitted to the Authority for approval no later than five (5) working days before the date of the scheduled meeting.

9.1.5.1 If the Contractor does not achieve the target, the final monthly Call-Off Tasking payment of each Contract Year will be reduced by the shortfall against the 'Minimum Percentage Savings'. The Authority shall review this at the subsequent Quarterly Review Meeting to ensure validity.

Reports

9.1.6 In accordance with Annex A to the Contract, the quarterly progress report is to be submitted by the Contractor, in a format to be agreed with the Authority's Project Manager as at Box 2 of the DEFFORM 111, such progress report shall identify and explain progress since the last report and will detail any significant deviations from the programme.

9.1.7 The submission of any report shall not affect any of the terms and conditions of Contract or in any way prejudice the rights of the Authority under the Contract.

9.1.8 In addition to the quarterly progress report, the Contractor shall supply the management information and reports on specific project areas as defined in Annex AA to this Contract.

9.1.9. The contractor shall submit monthly financial reports, in adherence to the requirements of DEFCON 647, to the Authority's Project Manager named on the DEFFORM 111. Financial Reporting Template can be found at Annex AK.

Qualifying Defence Contract (QDC) Reporting Requirement

9.1.10 The Contractor shall comply with the QDC reporting requirements and submit reports using the DefCARS system.

9.1.11 For QDC reporting purposes, the "initial reporting date" shall be the Contract Commencement Date, as per Clause 2.3.

9.1.12 The QDC reporting requirements of this Contract are:

9.1.12.1 Contract Initiation Report (CIR), due within three months after the initial reporting date. The CIR consists of:

- i) Contract Pricing Statement (CPR)
- ii) Contract Reporting Plan (CRP)
- iii) Contract Notification Report (CNR)

9.1.12.2 Interim Contract Reports (ICR), are due within two months after each contract year. For the avoidance of doubt, annual interim cost reports shall be required for all exercised option years, as per clause 4.5.

9.1.12.3 Contract Completion Report (CCR), due within six months after the Contract completion date.

9.1.12.4 Contract Costs Statement (CCS), due within twelve months after the Contract completion date.

9.1.12.5 On-Demand Contract Report, including a Contract Costs Statement, are to be provided at the Authority's reasonable request.

9.1.12.6 On-Demand Contract Reporting shall be conducted under variable tasks to be placed in accordance with Clause 9.2 (Contractor Tasking Process).

9.2 CONTRACTOR TASKING PROCESS

9.2.1 The Contractor shall use the Tasking Forms as provided at Appendix 1 to Annex L.

Contractor Tasking Forms at Appendix 1 to Annex L

9.2.2 This document shall be used to authorise any variable tasks to be undertaken on this Contract. Variable Tasks may be suggested by the Contractor or Authority.

9.2.3 TAF Part 1 – Request For Quotation (P1) shall be completed by the Authority (or the Contractor where appropriate). Details of the task involved will be contained in this. Tasks that are identified by the Authority's Project Manager as Priority shall be marked as such in the P1. Where a Condition Survey Report is required this shall be noted in the P1 and the template at Appendix 2 to Annex L shall be completed by the Contractor.

9.2.4 TAF Part 2 – Contractor's Firm Price Quotation For Task (P2) – Shall be completed by the Contractor detailing labour hours, travel and subsistence, materials and subcontractor work required to complete the task.

9.2.4.1. The Contractor shall complete all sections and sign the P2 (at Appendix 1 to Annex L). The information to be provided by the Contractor shall be as set out in the P2. The Contractor shall use the agreed Rates at Annex M when completing the quotation and provide a full break-down, with supporting evidence, for any other costs.

9.2.4.2. Additional work resulting out of the original task shall be against the same TAF number suffixed as /2, /3, etc. Each task will be subject to a separate definition of work, firm price and delivery arrangement.

9.2.4.3. All completed P2 forms shall be submitted to the Authority's Project Manager named on the DEFFORM 111.

9.2.5 The TAF Part 3 – Authority Task Authorisation (P3) will be used to by the Authority to authorise or cancel the request/work. The Contractor shall not undertake any work until the relevant P3 has been signed by the Authority's Project and Commercial Managers, as named on the DEFFORM 111, and the Authority's Finance representative. Where the task has been identified as priority in the P1 the P3 forms shall be processed as expeditiously as possible.

9.2.6 Until such time as the Contractor receives the signed P3 indicating authority to proceed, no work on the task shall commence. Any work that takes place prior to this shall be at the Contractors' risk.

9.2.7 In the event that the Authority does not wish to proceed with the Task, the P3 shall be labelled as 'Cancellation'. The Authority shall bear no cost to cancel a task.

9.2.8 In accordance with DEFCON 627 and Clause 7.1.2 the Contractor shall provide a Certificate of Conformity to the Project Manager detailed at Box 2 of the DEFFORM 111 on completion on any authorised tasking placed in accordance with clause 9.2.

Labour Rates – at Annex M

9.2.8 Annex M contains the rates that apply for the period of the Contract.

Configuration Control Change Proposal Form – Annex N

9.2.9 For the purposes of the Contract, the current version of Defence Standard 05-57 entitled "Configuration Management of Defence Materiel" shall apply.

9.2.9.1 In addition to the requirements of DEFCON 606), if there is any reason for a change to the contracted build standard of the equipment called for in the Schedule of Requirements, the Contractor shall complete a Configuration Control Change Proposal Form (CCCPF) as at Annex N to the Contract. Once completed, the CCCPF shall be sent to the Authority's Project Manager and GQAR for consideration.

9.2.9.2 Any requested changes to the build standard shall be managed as a concession (see clause 3.1.6).

9.2.9.3 If the change is accepted by the GQAR, the Commercial Branch may, in accordance with the provisions of DEFCON 127, seek a further breakdown of the costs involved if the information already provided with the CCCPF is insufficient to establish the reasonableness of the price.

9.2.9.4 If, after a price investigation, it is agreed that the price is fair and reasonable and offers best value for money, an amendment to the Contract incorporating the change, in accordance with the provisions of DEFCON 503 will be offered to the Contractor.

9.2.9.5 No work shall be carried out on any suggested change until the Contractor has accepted a formal amendment to the Contract.

9.2.9.6 The Contractor shall use the CCCPF at Annex N to the Contract whenever there is a need for a modification or change to the configuration of any contracted equipment.

Call-Off Form – at Annex O

9.2.10 The Contractor shall present the Authority with an anticipated call off schedule, utilising the Call Off Form at Annex O, for the next Contract Year at the third QRM of the present Contract Year. This will be initially completed by the Contractor utilising the list of call off tasks from the SOR (Annex B to this Contract) for contracted equipments. This call off schedule shall then be reviewed, amended, finalised and signed off by the Authority one month before the end of the Contract Year.

9.2.11 The Contractor shall monitor and record completion of the call off tasks and report to the Authority at the QRM.

9.3 COMMUNICATION

9.3.1 The Contractor shall respond to all Non-Safety Critical Authority Requests for Information (RFI) by providing the information required within five (5) working days of the Authority's written request. All Non-Safety Critical Request For Information will be clearly headed with the words "NON-SAFETY CRITICAL- Request For Information".

9.3.2 Where an Authority Request For Information is of a safety critical nature they will be clearly headed with the words "SAFETY CRITICAL - Request For Information". Where a Request For Information is of a safety critical nature, the Contractor shall provide a full response by the end of the next working day. The information shall be of the required

format and quality as defined in the written request and the Authority's acceptance of the information will be given in writing within 2 working days of receipt.

9.4 NOT USED

9.5 NOT USED

9.6 STEP-IN RIGHT - AUTHORITY

9.6.1 If the Authority reasonably believes that it needs to take step-in action in connection with the Services:

- a) because a serious risk exists to the health or safety of persons or property or to the environment; and/or
- b) in the event of a material breach by the Contractor of the Contractor's obligations under this Contract.' referred to in Clause 1 of DEFCON 514; and/or
- c) to discharge a statutory duty

then the Authority shall be entitled to take action in accordance with this condition (Authority step-in right).

9.6.2 If any of the matters referred to in 9.6.1 apply and the Authority wishes to take action, the Authority shall serve a notice on the Contractor stating the following:

- a) The action it wishes to take (the required action);
- b) The reason for such action;
- c) The date it wishes to commence such action;
- d) The time period which it believes will be necessary for such action;
- e) To the extent practicable, the effect on the Contractor and its obligation to perform the Contract during the period such action is being taken.

9.6.3 Following the service of such notice under the provisions of 9.6.2 the Authority shall take such action as notified and the Contractor shall give all reasonable assistance to the Authority while it is taking such action.

9.6.4 If the Contractor is not in breach of its obligations under this Contract and the Authority exercises its right in accordance with this condition then if the action taken prevents the Contractor from providing any part of the Contract:

- a) The Contractor shall be relieved from his obligations to provide such part of the Services;
- b) In respect of the period in which the Authority is taking the required action and provided that the Contractor provides the Authority with what the Authority deems reasonable assistance, payment shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the action over that period.

9.6.5 If the Contractor is in breach of its obligations under this Contract and in consequence the Authority exercises its right to take action in accordance with this condition, then for so long as the required action is taken, and this prevents the Contractor from performing the Contract, the Contractor shall be relieved from its obligations to provide such part of the services.

9.6.6 The Authority may at any time during the period of the required action notify the Contractor that the Authority wishes to cease the required action and the date on which it intends to cease the required action. On the date on which the required action ceases the Authority shall be released from all of its obligations and liabilities in relation to the required action and the Contractor shall resume performance of all or part of the Contract that was the subject of the required action.

9.6.7 In this clause 9.6.1 references to the Authority taking action shall be deemed to include references to the Authority procuring the taking of action by others on behalf of the Authority.

9.7 RELIEF EVENTS

9.7.1 If and to the extent that a Relief Event occurs and directly results in the Contractor being unable to perform any of its obligations provided in this Contract, then, subject to its compliance with its respective obligations provided in this Clause 9.7, the Contractor shall be entitled to apply for:

- a) relief from Payment Deductions detailed in Annex E - Key Performance Indicators, in connection with any Performance Failure(s) arising directly from the occurrence of the relevant Relief Event; and
- b) relief from the Authority's right to terminate this Contract under DEFCON 515 for any reason arising directly from the occurrence of the relevant Relief Event.

Procedure for Claims

9.7.2. In order to claim a Relief Event, the Contractor shall at its own cost and expense:

- a) as soon as practicable, and in any event within 5 (five) Business Days, after the Contractor becomes aware that the occurrence of the relevant Relief Event notify the Authority's Representative to such effect, including full details of the event;
- b) if the Authority (acting reasonably) notifies the Contractor that the Authority accepts the Contractor's claim that such event constitutes a Relief Event:
 - i. within 5 (five) Business Days after the date of the Authority's receipt of such notice the Contractor shall:
 - a. notify the Authority's Representative of the relief claimed; and
 - b. demonstrate to the reasonable satisfaction of the Authority:
 - 1. the need for relief from the operation of Clause 7.4; and
 - 2. that the time lost and/or relief from the obligations under this Contract claimed could not reasonably be expected to be mitigated or recovered by the Contractor and/or any Contractor Related Party acting in accordance with Good Industry Practice, without incurring additional expenditure; and
 - 3. that the Contractor is using reasonable endeavours to perform its obligations under this Contract;
 - ii. the Contractor shall notify the Authority's Representative, if at any time the Contractor receives or becomes aware of any further information relating to the occurrence of the relevant Relief Event, giving details of that information to the extent that such information is new or renders information previously submitted inaccurate or misleading.

9.7.3. If the Contractor has complied with its obligations under Clause 9.7.2:

- a) the Contractor shall be entitled to such relief for such period from the operation of Clause 7.4 in relation to any Performance Failure(s) arising directly and solely from the relevant Relief Event as is reasonable taking into account the direct adverse impact of the relevant Relief Event(s) (such period being the Relevant Relief Period); and
- b) the Authority shall not be entitled to exercise its right to terminate this Contract under DEFCON 515 for any reason directly arising out of the relevant Relief Event during the Relevant Relief Period.

Late Provision of Notice or Information

9.7.4. If the information required by Clause 9.7.2 is provided after the dates referred to in that Clause, then the Contractor shall not be entitled to any relief during the period for which the information is delayed.

Failure to Agree

9.7.5. If the Parties cannot agree the extent of the relief required, or the Authority disagrees that a Relief Event has occurred within 10 (ten) Business Days after (and including) the date on which the Authority is first notified of the occurrence of the relevant event pursuant to this Clause 9.7, the Parties shall resolve the matter in accordance with DEFCON 530 (Dispute Resolution) engaging any additional technical assistance, as required, to resolve the dispute.

Sole Remedy

9.7.6. This Clause 9.7 and the Contractor's rights and remedies provided in this Clause 9.7 constitute the Contractor's sole financial remedy in relation to the occurrence of a Relief Event.

10 QUALITY ASSURANCE CONDITIONS

For the avoidance of doubt the following Quality Assurance Conditions are applicable to the Contract.

Main Standards

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

DEFSTAN 00-056 Pt 1

Safety Management Requirements for Defence Systems - Requirements and Guidance Issue 7

DEFSTAN 00-056 Pt 2

Safety Management Requirements for Defence Systems - Guidance on Establishing a Means of Complying with Part 1 Issue 5

DEFSTAN 05-010 Pt 0

Product Definition Information - General Introduction to Product Definition Information Issue 7

DEFSTAN 05-010 Pt 1

Product Definition Information - Hardcopy/Microform Product Definition Information Issue 6

DEFSTAN 05-010 Pt 2

Product Definition Information - Digital Product Definition Information Issue 7

DEFSTAN 05-010 Pt 3

Product Definition Information - Product Definition Information Guidance Issue 7

DEFSTAN 05-057

Configuration Management of Defence Materiel Issue 7

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 8

Quality Assurance Procedural Requirements - Movement and Storage of Ordnance, Munitions and Explosives (OME) Under "Red Card" Restriction Issue 3

DEFSTAN 05-061 Pt 9

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

DEFSTAN 05-129

Contractors on Deployed Operations (CONDO) Processes and Requirements Issue 5

DEFSTAN 05-135

Avoidance of Counterfeit Materiel Issue 5

Associated Standards, Policies and Publications

AQAP 2070 Ed 2 Vers 2	GQA procedure Overseas - GQA Guidance.
STANAG 4107 Ed 8	Reciprocal GQA within NATO
ISO 668: 1995	Series 1 - Freight Containers – Classifications, Dimensions and Ratings
ISO 1496 – 1:1990 plus Annex 5:2006	Freight Containers. Section 2.1 General Cargo Containers.
ISO 9001:2015	Quality Management Systems – Or appropriate certification (Non Contractual Info)
ISO 25051: 2006	Software Engineering (Non Contractual Info)
ISO 10007: 2003	Guidelines for Configuration Management (Non Contractual Info)
JSP 375 (All Pts)	Defence Health and Safety Manual
JSP 454 – Issue 5	Land Systems Safety and Environmental Protection
JSP 515 Vers 2.00	Hazardous Stores Information System
JSP 567 2009 Part 2 Ed 5	Contractor Support to Operations
JSP 800 Vol 4A Vers 2	Dangerous Goods By Air Regulations
JSP 800 Vol 4B Ed 2	Dangerous Goods By Road, Rail and Sea
JSP 800 Vol 6 Ed 2	Defence Movements and Transport Regulations
JSP 800 Vol 7	Joint Service Movement Data and Tie Down Schemes
Defence Logistic Framework	Defence Logistic Framework
Def Stan 00-3 Iss 4	Design Guidance for Transportability of Equipment
Def Stan 00-35 Pts 1 to 5 Issue 5	Environmental Handbook for Defence Materiel
Def Stan 00-40 Pt 1 Issue 8	Reliability and Maintainability (R & M)
Def Stan 00-42 Pts 1 Issue 4, 3 Issue 6, 5 Issue 3, 6 Issue 4,	Reliability and Maintainability Assurance Guides
Def Stan 00-44 Issue 2	Reliability and Maintainability Data Collection and Classification
Def Stan 00-45 Pts 1 Issue 5 Pt 2 Issue 4 to 3 Issue 3	Using Reliability Centred Maintenance to Manage Engineering Failures
Def Stan 00-49 Issue 4	MOD Guide to R & M Terminology Used in Requirements
Def Stan 00-051 Pt 1 Issue 1 , Pt 2 Issue 1	Environmental Management Requirements for Defence Systems
Def Stan 00-52 Issue 5	The General Requirements for Product Acceptance and Maintenance Test Specifications and Test schedules
Def Stan 00-70 Issue 3	Standard Serviceability Testing
Def Stan 00-600 Iss 2 (Which part do we need)	Integrated Logistic Support. Requirements for MOD Projects
Def Stan 05-55 Pt1	Measurement and Calibration System Requirements for MOD Test and Measurement Equipment
Def Stan 05-99 (Which Part do we need).	Managing Government Furnished Equipment in Industry
Def Stan 61-17 Issue 6	The Selection and Introduction of Batteries and Fuel Cells for Service Use
Def Stan 66-31 Pts 1-5 Issue 2, 6-8 Issue 3	Basic Requirements and Tests for Electronic and Electrical test and Measurement Equipment
Def Stan 81-41 Pts 1 to 6	Packaging of Defence Materiel
BS 5073: 1982 (Currently under Review)	Stowage of Goods in Freight Containers
CSC	International Convention for Safe Containers, 1972 (CSC) 1996 Edition.
Statutory Instrument No 1890	The Freight Containers (Safety Convention) Regulations 1984
Dft Code of Practice	Safety of Loads on Vehicles
Safe Transport of Containers at Sea	Issued by the international Chamber of Shipping and the World Shipping Council
BS 7671: 2008 plus Annex 1:2011	Requirements for Electrical Installations – IEE Wiring Regulations Seventeenth Edition
Health & Safety at Work Act 1974	
LOLER Regulations	
PUWER Regulations	

Appendix - Addresses and Other Information

1. Commercial Officer

[REDACTED]

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

[REDACTED]

3. Packaging Design Authority Organisation & point of contact:

See Para 2 Above

Where no address is shown please contact the Project Team in Para 2

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

Branch/Name: See Para 2 Above



(b) U.I.N

5. Drawings/Specifications are available from See Para 2 Above**6. Intentionally Blank****7. Quality Assurance Representative:**

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

8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: See DEFFORM 110 – Schedule of Requirement**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 DESWATERGUARD-ICS-Support@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

*** 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.