



Ministry of Defence

Defence Digital

Contract No: 711856457

MASTER CONTRACT

for

Provision of ORACLE Licences, Cloud, Hardware, Services and Support

Between

<p>The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p>Defence Digital: B2 BLDG 405 MOD Corsham Westwells Road CORSHAM SN13 9NR</p> <p>David Chapman E-mail AddressDavid.chapman360@mod.gov.uk Telephone Number: 07733 140552</p>	and	<p>Oracle Corporation UK Limited</p> <p>Thames Valley Park Reading Berkshire RG6 1RA</p>
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THIS MASTER CONTRACT is between:

(1) The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting through the Defence Digital ("the **Authority**", or "**You**");

and

(2) **ORACLE CORPORATION UK LIMITED**, of Thames Valley Park, Reading, Berkshire RG6 1RA ("**the Contractor**", or "**Oracle**");

(together, "**the Parties**"; individually, a "**Party**").

WHEREAS:

- (A) The Authority is interested in being provided with licences of Oracle Programs, Hardware, Cloud Services, consulting Services, and technical support.
- (B) The Parties wish to establish a Master Contract for the provision of the same from the Contractor to the Authority.
- (C) The Parties are therefore entering into this Master Contract.
- (D) This Master Contract contains six (6) parts:
 - (1) Part I contains Initial Clauses which provide a brief introduction and the general requirements;
 - (2) Part II contains the General Terms which are applicable to all orders regardless of which Schedule the relevant products and services are ordered under;
 - (3) Part III contains terms and conditions which are specific to orders placed with the Contractor for Programs (which included software licenses). The terms and conditions included in this part should be read in conjunction with the General Terms included under Part II;
 - (4) Part IV contains terms and conditions which are specific to orders placed under Schedule S for consultancy services and advanced customer services, collectively Services. The terms and conditions included in this part should be read in conjunction with the General Terms included under Part II;
 - (5) Part V contains terms and conditions which are specific to orders placed under Schedule H for Hardware. The terms and conditions included in this part should be read in conjunction with the General Terms included under Part II; and
 - (6) Part VI contains terms and conditions which are specific to orders placed under Schedule C for Cloud Services. The terms and conditions in this part should be read in conjunction with the General Terms included under Part II.

Additional terms and conditions, or variations to the terms and conditions contained in the General Terms or specific Schedules may be contained in individual ordering documents.

PART I – Initial clauses

1. REQUIREMENTS AND GENERAL INTRODUCTION

1.1 Requirements covered by this Master Contract

This Master Contract sets out governing terms for the provision of Oracle Programs, Hardware, Cloud Services, consulting Services and technical support.

1.2 Name and address of Contractor

The Contractor is as specified at the top of page 1 of this Master Contract.

1.3 Contract reference

The reference number of this Master Contract is 711856457.

1.4 Effective Date

The Effective Date of this Master Contract shall be 29 May 2024.

1.5 Duration of contract

Clause 2.5 below shall apply.

1.6 Financial provisions

The provisions in Clause 4 below shall apply.

1.7 Definitions

The definitions in Part 2 of Appendix A shall apply.

2. GENERAL CONDITIONS

2.1 Requirements

- (a) The Contractor shall under each executed Order grant the licences of Programs, provision the Cloud Services, provide Hardware or perform the Services specified in such Order and provide the technical support specified in such Order.

Each Order shall be governed by the terms and conditions of this Master Contract and the terms and conditions specified in such Order.

- (b) This Master Contract is between the Authority and the Contractor.

Each Order shall specify the Programs to be licensed, Cloud Services to be provisioned, Hardware to be provided or Services to be performed under such Order, and the technical support to be provided under such Order.

2.2 Contractor's responsibility

The Contractor shall under each executed Order grant the licences of Programs, subscriptions for Cloud Services, provision of Hardware or relevant Services specified in such Order and provide the technical support specified in such Order.

Each Order shall be governed by the terms and conditions of this Master Contract and the terms and conditions specified in such Order.

2.3 Amendments and contractual authority

This Master Contract and Orders may not be modified and the rights and restrictions may not be altered or waived except in a written document signed by authorised representatives of the Contractor and the Authority (or, for Oracle Store Orders, accepted online through the Oracle Store by authorised representatives of the Contractor and the Authority). In the case of the MOD authorisation for any and all modifications, alterations and/or waivers relating to the intellectual property rights (including rights of use) and confidentiality terms in the Master Contract and Orders shall be sought from Defence Intellectual Property Rights (DIPR).

2.4 Duration of contract

Orders may be placed under this Master Contract for three years from the Effective Date (as defined in Part 2 of Appendix A).

2.5 Order of precedence

(a) General

In the event of inconsistencies between the Clauses in Parts III to VI of this Master Contract and any other Clauses in this Master Contract, the Clauses in Part III to VI shall take precedence over the Master Contract.

In the event of any inconsistencies between the terms of an Order and this Master Contract including Parts III to VI, the Order shall (for the purposes of that Order) take precedence.

(b) Notification

If either Party becomes aware of an inconsistency between any of the Clauses of this Master Contract, then it may notify the other Party of the inconsistency and seek to come to an agreement to resolve that inconsistency.

2.6 Dispute resolution

In the event of any dispute or disagreement between the Parties arising out of or relating to this Master Contract or an Order, (a "**Dispute**"), the Parties will endeavor to resolve the Dispute in accordance with this Clause 2.6.

Either Party may invoke this Clause by providing the other Party with written notice of its decision to do so, including a description of the issues subject to the Dispute.

Each Party will appoint a representative as per the following table to discuss the Dispute:

	Authority	Contractor
Representative	Defence Digital Cmmrcl-Hd	A Vice President

No formal proceedings for the judicial resolution of such Dispute, except for the seeking of equitable relief, may begin until either such representative concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

The Parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under the Master Contract and the relevant Order while the Parties endeavor to resolve the Dispute under this Clause, provided that, any Party alleged to be in breach promptly makes good faith efforts to cure the breach and pursue the cure in good faith.

2.7 Entire agreement

(a) The Parties agree that this Master Contract and the information which is incorporated into the Master Contract by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Order, are the complete agreement for the Programs, Cloud Services, Hardware and/or Services ordered by the Authority under an Order.

(b) The Parties agree that this Master Contract and the information which is incorporated into the Master Contract by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Order, shall supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Programs, Cloud Services, Hardware and/or Services.

It is expressly agreed that the terms of this Master Contract and the relevant Order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Contractor document and no terms included in any such purchase order, portal or other non-Contractor document shall apply to the Programs, Cloud Services, Hardware and/or Services.

- (c) Nothing in this Master Contract or any Order excludes or limits the Contractor's liability for deceit or fraudulent misrepresentation.
- (d) Any notice required under this Master Contract shall be provided to the other Party in writing.
- (e) When an order is placed on the Authority's behalf via an authorised partner reselling service, such partner reseller can specify that the terms applicable to the Authority, as the specified end user of such services, are those stated in this Master Contract which shall be referenced by the contract number 711856457.

3. SPECIFICATIONS AND WARRANTY

3.1 Scope

This Master Contract is limited to use for Orders to provide Program licences, Cloud Services, Hardware, Services and technical support for Program licences.

All Orders shall be placed in the name of the Secretary of State for Defence of Great Britain and Northern Ireland, acting through Defence Digital with usage rights granted at Order level for the relevant entity or government department using such Program licenses, Cloud Services, Services, Hardware and/or technical support.

Any one of the Ministerial and Non-Ministerial Departments ("Qualifying Entity" or collectively, "Qualifying Entities") specified in the attached Appendix F to this Master Contract may use the products and services ordered under this Master Contract for their internal business operations in accordance with the terms and conditions of the Master Contract and all applicable Orders. The Authority warrants that it has the authority to bind such Qualifying Entities to the terms of an Order and the Master Contract and further warrants that the Authority will be responsible for a breach of such terms by a Qualifying Entity.

The Authority may add additional Qualifying Entities by amendment to Appendix F of this Master Contract from time to time with the Supplier's prior written consent. Such entities shall only qualify as Qualifying Entities for so long as they: (i) are fully under the control of the Authority; (ii) are fully or majority publically funded or qualify as a public sector body, and (iii) are not a competitor of Oracle.

Notwithstanding the above, the Ministry of Defence shall have a limited right to place Orders under this Master Contract solely in relation to Orders for MyHR subscriptions until the term of the contract with the authorised partner reselling service.

3.2 Warranties

3.2.1

[REDACTED]

[REDACTED]

3.2.2

[REDACTED]

3.2.3

[REDACTED]

[REDACTED]

[REDACTED]

3.2.4

[REDACTED]

4. PRICE

4.1 Pricing as specified in relevant ordering document

The prices / fees for Program licences, Cloud Services, Hardware, Services and technical support provided under an Order shall be as specified in such Order.

The Authority agrees to pay any sales, value-added or other similar taxes imposed by applicable law that the Contractor must pay based on the Programs, Cloud Services, Hardware, Services and/or technical support the Authority ordered, except for taxes based on the Contractor's income.

4.2 Crown Commercial Service MoU

[REDACTED]

[REDACTED]

5. SOCIAL VALUE

The Supplier has implemented the Oracle Code of Ethics and Business Conduct ("Code") and has adopted appropriate procedures for monitoring and enforcing compliance with the Code. In addition, the Supplier has implemented an Anti-Corruption Policy that addresses in more detail the Supplier's anti-corruption and maintenance of books and records requirements and business courtesy guidelines. All of the Supplier's employees are subject to the Code and to the Anti-Corruption Policy and are required to take on-line ethics training upon hire and biannually thereafter. The Supplier also maintains a robust certification program for employees to ensure their understanding of, and compliance with, anti-corruption laws. The Supplier has implemented the Oracle Supplier Code of Ethics and Business Conduct that applies to the Supplier's suppliers and services providers and their personnel in the countries where the Supplier conducts business. The Supplier's suppliers and services providers are contractually required to comply with the terms of the Oracle Supplier Code of Ethics and Business Conduct. A description of the Supplier's corporate governance program, as well as a copy of the Oracle Code of Ethics and Business Conduct, may be found at <http://www.oracle.com/goto/corpgov>. If the performance of the services, or any

instructions or directions from the Authority, pose an actual or potential conflict of interest to the Supplier, the Supplier will promptly notify the Authority. Without prejudice to the foregoing, the Supplier shall take such action as is necessary in accordance with its Code of Ethics and Business Conduct whilst ensuring that the provision of the Services is not materially interrupted and the standards required by this Agreement continue to be met.

[REDACTED]

6. DELIVERY

6.1 Disruption

[REDACTED]

6.2 Delivery and installation

6.2.1 The Authority is responsible for installation of the Programs.

6.2.2 The Contractor has made available to the Authority for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable Order.

Through the Internet URL, the Authority can access and electronically download to its location the latest production release as of the effective date of the applicable Order of the software and related Program Documentation for each Program listed.

[REDACTED]

The Authority acknowledges that the Contractor is under no further delivery obligation with respect to Programs under the applicable Order, electronic download or otherwise.

6.2.3 If ordered, the Contractor will deliver the tangible media to the delivery address specified on the applicable Order. The Authority agrees to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Dublin, Ireland (Incoterms 2010).

7. PAYMENT

7.1 Payment

[REDACTED]

The Authority agrees to pay any sales, value-added or other similar taxes imposed by applicable law that the Contractor must pay based on the Programs, Cloud Services, Hardware and/or Services the Authority ordered, except for taxes based on the Contractor's income.

[REDACTED]

7.2 Invoicing

7.2.1 The Authority understands that it may receive multiple invoices for the Programs and services it ordered.

7.2.2 Invoices will be submitted to the Authority pursuant to:

- (i) [REDACTED]
- (ii) [REDACTED]

8. CONTRACT ADMINISTRATION

8.1 Contract Documents

The Contractor shall retain a copy (in physical or scanned electronic form) of each Order that is executed by the Authority and Contractor in accordance with the Contractor's document retention policy.

The Authority shall be entitled to be provided with a copy of any such Order held by the Contractor.

8.2 Publicity

[REDACTED]

8.3 Ordering process

The Contractor's current standard form of Order for the provision of Program licences, Cloud Services, Hardware, Services and technical support is included in Appendix B to this Master Contract.

PART II – Clauses corresponding to Contractor 'General Terms'

9. DEFINITIONS

See Part 2 of Appendix A.

10. SEGMENTATION

10.1 Purchases of any Programs, Cloud Services, Hardware, Services and related technical support services are all separate offers and separate from any other Order for any programs, products or services the Authority may receive or have received from the Contractor.

The Authority understands that it may purchase any Programs, Cloud Services, Hardware, Services and related technical support services independently of any other products or services.

10.2 (a) [REDACTED]

(b) [REDACTED]

10.3 [REDACTED]

11. OWNERSHIP

[REDACTED]

12. INDEMNIFICATION

12.1 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

12.2 [REDACTED]

[REDACTED]

12.3 [REDACTED]

12.4 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12.5 [REDACTED]

13. TERMINATION

13.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13.2 [REDACTED]

13.3 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, rights in intellectual property, payment and others which by their nature are intended to survive.

13.4 Additional Termination provisions may be included within Parts III to VI where such provisions relate specifically to the products and services ordered under such Parts. In such circumstances, this Termination clause should be read in conjunction with any additional clauses.

14. FEES AND TAXES; PRICING AND PAYMENT OBLIGATIONS

See Clause 7.

15. NONDISCLOSURE

See Appendix D.4 DEFCON 531 – Disclosure of Information

16. ENTIRE AGREEMENT

See Clause 2.7.

17. LIMITATION OF LIABILITY

17.1 [REDACTED]

17.2 [REDACTED]

17.3 [REDACTED]

17.4 [REDACTED]

17.5 [REDACTED]

18. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Programs, Cloud Services, Hardware and Services.

The Authority agrees that such export laws govern its use of the Programs, Cloud Services, Hardware and Services (including technical data) and any services deliverables provided under the Master Contract or an Order, and the Authority agrees to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations).

[REDACTED]

[REDACTED]

19. FORCE MAJEURE

[REDACTED]

20. GOVERNING LAW AND JURISDICTION

The Master Contract is governed by English law and the Parties agree to submit to the exclusive jurisdiction of the courts of England in any dispute arising out of or relating to the Master Contract.

21. NOTICES

If either party has a dispute or wishes to provide a notice under the Clause 12 (Indemnification), or becomes subject to legal proceedings, the party will promptly send written notice to the other party in accordance with the following:

[REDACTED]

marked for the attention of the [REDACTED]

If the issuing party is the Contractor, written notice shall be sent to:

MoD Defence Digital
B2 BLDG 405
MOD Corsham
Westwells Road
CORSHAM
SN13 9NR

marked for the attention of the Defence Digital Commercial Team.

22. ASSIGNMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23. OTHER / MISCELLANEOUS

- 23.1** The Contractor is an independent contractor and the Parties agree that no partnership, joint venture, or agency relationship exists between them.

Each Party will be responsible for paying its own employees, including employment related taxes and insurance.

- 23.2** If any term of the Master Contract or an Order is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Contract or as relevant the Order.

- 23.3** Except for actions for non-payment no action, regardless of form, arising out of or relating to the Master Contract or an Order may be brought by either Party more than six years after the cause of action has accrued.

- 23.4** [REDACTED]

- 23.5** If requested by an authorised reseller on the Authority's behalf, the Authority agrees that the Contractor may provide a copy of this Master Contract to the authorised reseller to enable the processing of the Authority's Order with that authorised reseller.

- 23.6** A person who is not a party to an Order has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Order, but this does not affect any right or remedy of a third party that exists or is available aside from that Act.

[REDACTED]

[REDACTED]

- 23.7** [REDACTED]

[REDACTED]

- 23.8** **AUDIT**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PART III – Clauses corresponding to Supplier’s ‘Schedule P’ (software orders)

24. DEFINITIONS

See Part 2 of Appendix A.

25. RIGHTS GRANTED

25.1

[REDACTED]

25.2

[REDACTED]

25.3

[REDACTED]

[REDACTED]

25.4

[REDACTED]

26. RESTRICTIONS

26.1

[REDACTED]

[REDACTED]

26.2

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

26.3 [REDACTED]

27. TRIAL PROGRAMS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28. TECHNICAL SUPPORT

28.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28.2 *[Not Used]*

28.3 [REDACTED]

[REDACTED]

29.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

30. **WARRANTIES**
See Clause 3.2.

31. *[Not Used]*

32. ORDER LOGISTICS

32.1 Delivery and installation
See Clause 6.2.

32.2 Territory

[REDACTED]

32.3 Pricing, Invoicing and Payment Obligation

32.3.1

[REDACTED]

[REDACTED]

32.3.2

[REDACTED]

32.3.3

[REDACTED]

[REDACTED]

32.3.4

[REDACTED]

PART IV – Clauses corresponding to Supplier’s ‘Schedule S’ (Services, incl. Consultancy)

33. DEFINITIONS

See Part 2 of Appendix A.

34. RIGHTS GRANTED

34.1

[REDACTED]

34.2

[REDACTED]

34.3

[REDACTED]

35. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

35.1

[REDACTED]

35.2

[REDACTED]

35.3

[REDACTED]

36. *[Not Used]*

PART V – Clauses corresponding to Supplier’s ‘Schedule H’ (Hardware)

37. DEFINITIONS

See Part 2 of Appendix A.

38. RIGHTS GRANTED

38.1.

[REDACTED]

38.2.

[REDACTED]

38.3.

[REDACTED]

38.4.

[REDACTED]

38.5.

[REDACTED]

39.

[REDACTED]

39.1.

[REDACTED]

39.2. [REDACTED]

39.3. [REDACTED]

40. [REDACTED]

[REDACTED]

41. [REDACTED]

41.1. [REDACTED]

41.2. [REDACTED]

42. [REDACTED]

[REDACTED]

43. [REDACTED]

43.1. [REDACTED]

[REDACTED]

43.2. [REDACTED]

43.3. [REDACTED]

43.4. [REDACTED]

43.5. [REDACTED]

43.6. [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

43.7 [REDACTED]

44. *[Not Used]*

45. ORDER LOGISTICS

45.1. Delivery, Installation and Acceptance of Hardware

45.1.1. [REDACTED]

45.1.2. [REDACTED]

45.1.3. [REDACTED]

45.1.4. [REDACTED]

45.1.5. [REDACTED]

45.2. [REDACTED]

45.2.1. [REDACTED]

45.2.2. [REDACTED]

[REDACTED]

45.3. [REDACTED]

[REDACTED]

45.4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

45.5. [REDACTED]

45.5.1. [REDACTED]

45.5.2. [REDACTED]

45.5.3. [REDACTED]

45.5.4. [REDACTED]

45.5.5. [REDACTED]

PART VI – Clauses corresponding to Supplier’s ‘Schedule C’ (Cloud Services)

46. DEFINITIONS

See Part 2 of Appendix A.

47. USE OF THE SERVICES

47.1.

[REDACTED]

47.2.

[REDACTED]

47.3.

[REDACTED]

47.4.

[REDACTED]

48.

[REDACTED]

48.1.

[REDACTED]

48.2.

[REDACTED]

49. OWNERSHIP RIGHTS AND RESTRICTIONS

49.1. [REDACTED]

49.2. [REDACTED]

49.3. [REDACTED]

49.4. [REDACTED]

50. [REDACTED]

[REDACTED]

51. [REDACTED]

51.1. [REDACTED]

51.2. [REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

51.3. [Redacted]

51.4. [Redacted]

52. [Redacted]

52.1. [Redacted]

52.2. [Redacted]

52.3. [Redacted]

52.4. [Redacted]

53. [Redacted]

53.1. [Redacted]

53.2. [REDACTED]

53.3. [REDACTED]

53.4. [REDACTED]

54. [REDACTED]

54.1. [REDACTED] t

54.2. [REDACTED]

[REDACTED]

55. [REDACTED]

55.1. [REDACTED]

55.2. [REDACTED]

55.3. [REDACTED]

[REDACTED]

55.4. [REDACTED]

56. [REDACTED]

56.1. [REDACTED]

56.2. [REDACTED]

56.3. [REDACTED]

57. [REDACTED]

57.1. [REDACTED]

[REDACTED]

57.2. [REDACTED]

57.3. [REDACTED]

58. [REDACTED]

[REDACTED]

59. [REDACTED]

59.1. [REDACTED]

59.2. [REDACTED]

60. [REDACTED]

[REDACTED]

61. OTHER

61.1. [REDACTED]

61.2. [REDACTED]

61.3. [REDACTED]

61.4. [REDACTED]

61.5. [REDACTED]

Signed for and on behalf of the Authority

Signature _____

Name _____

Position _____

Date _____

Signed for and on behalf of the Contractor

Signature _____

Name _____

Position _____

Date _____

APPENDIX A

Information on the Parties, and Definitions

Part 1 – Information on the Parties

1.1 The address of the Authority's Defence Digital as at the Effective Date of this Master Contract is:

Defence Digital:
B2 BLDG 405
MOD Corsham
Westwells Road
CORSHAM
SN13 9NR

1.2 The address of the Contractor as at the Effective Date of this Master Contract is:



1.3 Additional information may be included as relevant in each Order.

Part 2 - Definitions

In this Master Contract:

2.1 [Redacted definition]

2.2 [Redacted definition]

2.3 [Redacted definition]

2.4 [Redacted definition]

2.20

[REDACTED]

2.21

[REDACTED]

2.22

[REDACTED]

2.23

[REDACTED]

2.24

[REDACTED]

2.25

[REDACTED]

APPENDIX B

Current Order template

The Contractor's current standard form of Order for the provision of Program licences (current as at the Effective Date) is included in this Appendix B. This is included for information purposes only and the Contractor is not obliged to use this form for particular Orders.

[REDACTED]

EXECUTABLE QUOTE / ORDERING DOCUMENT

[REDACTED]

	[REDACTED]
	[REDACTED]

[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

[REDACTED]
[REDACTED]

	[REDACTED]		[REDACTED]
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		

A. [REDACTED]

[REDACTED]

[REDACTED]

B. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. [REDACTED]
[REDACTED]
3. [REDACTED]
[REDACTED]
4. [REDACTED]
[REDACTED]
5. [REDACTED]
[REDACTED]
6. [REDACTED]
[REDACTED]
7. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]		[REDACTED]	
Authorized Signature	<div>This version not for signature</div>	Authorized Signature	<div>This version not for signature</div>
Name		Name	
Title		Title	
Signature Date		Signature Date	
Effective Date	[REDACTED]		

APPENDIX C

Schedule of Requirements

The Programs to be licensed under each Order shall be as specified in that Order.

APPENDIX D

DEFCONS

1. The following DEFCONS (as reproduced in Appendix E) shall apply, subject to the qualifications indicated in paragraph 3 of this Appendix D:
 - DEFCON 529 (Edition 09/97) - English Law
 - DEFCON 516 (Edition 04/12) - Equality
 - DEFCON 670 (Edition 07/14) – Tax Compliance
 - DEFCON 531 (Edition 11/14) – Disclosure of Information
 - DEFCON 503 (Edition 12/14) – Formal Amendments to Contract
 - DEFCON 566 (Edition 10/20) – Change of Control of Contractor
 - DEFCON 800 (Edition 12/14) – Qualifying Defence Contract
 - DEFCON 801 (Edition 12/14) – Amendments to Qualifying Defence Contracts – Consolidated Versions
 - DEFCON 802 (Edition 12/14) – Qualifying Defence Contracts: Open Book on sub-contracts that are not Qualifying Sub-contracts.
 - DEFCON 803 (Edition 12/14) – Qualifying Defence Contracts: Disapplication of Protection against Excessive Profits and Losses (PEPL).
 - DEFCON 804 (Edition 03/15) – QDC: Confidentiality of SSCR Information.
2. [REDACTED]
[REDACTED].
3. It is agreed that:
[REDACTED]
[REDACTED]
[REDACTED]
4. If Oracle is determined by the Single Source Advisory Team ("SSAT") to be a Qualifying Defence Contractor
[REDACTED]
[REDACTED]

APPENDIX E

Text of DEFCONS

1. DEFCON 529

Law (English)

DEFCON 529
Edition 09/97

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1. The Contract shall be considered as a contract made in England and subject to English Law.
 2. Subject to DEFCON 530 and without prejudice to the dispute resolution process set out in that Condition, ~~Subject to DEFCON 530 and without prejudice to the dispute resolution process set out in that Condition, e~~ each party hereby irrevocably submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 3. Other jurisdictions may apply solely for the purpose of giving effect to this Condition and for the enforcement of any judgement, order or award given under English jurisdiction.
 - ~~3. Other jurisdictions may apply solely for the purpose of giving effect to this Condition and for the enforcement of any judgement, order or award given under English jurisdiction.~~

2. DEFCON 516

Equality

DEFCON 516
Edition 04/12

-
1. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.
 2. Without prejudice to the generality of the obligation in Clause 1 above, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent legislation in the country where the Contract is being performed.
 3. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this Condition by any of its employees, agents or other persons acting under its direction or control who are engaged in the performance of the Contract.
 4. The Contractor agrees to take reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

3. DEFCON 670

Tax Compliance

DEFCON 670
Edition 07/14

Definitions

1. In this Condition, unless the context otherwise requires, the following words and expressions have the following meanings:
 - a. "DOTAS" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to:
 - i. tell HM Revenue & Customs of any specified notifiable arrangements or proposals; and
 - ii. provide prescribed information on those arrangements or proposals within set time limits as:
 - (1) contained in Part 7 of the Finance Act 2004 and in secondary legislation made under powers contained in Part 7 of the Finance Act 2004; and as
 - (2) extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
 - b. "General Anti-Abuse Rule" means:
 - i. the legislation in Part 5 of the Finance Act 2013; and
 - ii. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
 - c. "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others.
 - d. "Relevant Tax Authority" means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.
 - e. "Occasion Of Tax Non-Compliance (OOTNC)" means:
 - i. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (1) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (2) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; or
 - ii. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date this Contract came into effect or to a civil penalty for fraud or evasion.

Warranty

2. The Contractor represents and warrants that at the date this Contract came into effect, it has notified the Authority in writing of any OOTNC or any litigation that it is involved in that is in connection with any OOTNC.

Duty of the Contractor to notify OOTNC

3. If, at any point during the performance of this Contract, an OOTNC occurs, the Contractor shall:
 - a. notify the Authority in writing of such fact within 20 Working Days of its occurrence; and
 - b. promptly provide to the Authority:
 - i. details of the steps which the Contractor is taking to address the OOTNC and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - ii. such other information in relation to the OOTNC as the Authority may reasonably require.
4. For the avoidance of doubt, the obligation at Clause 3 also applies to OOTNC in non-UK jurisdictions. If the OOTNC occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the

OOTNC and any relevant tax laws and administrative provisions so the Authority can understand the nature and seriousness of the OOTNC.

5. The duty to notify does not substitute the Contractor's obligations under DEFCON 605 (Financial Reports) when used.

Default

6. The Authority shall be entitled to terminate the Contract in the event that:
 - a. the warranty given by the Contractor pursuant to Clause 2 is materially untrue; or
 - b. the Contractor commits a material breach of its obligation to notify the Authority of any OOTNC as required by Clause 3; or
 - c. the Contractor fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority, are acceptable.
7. In the event that the Authority terminates the Contract under Clause 6, the Authority shall be entitled to recover from the Contractor:
 - a. the amount of any loss resulting from the termination; and
 - b. any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

Duties of the Authority

8. In exercising its rights or remedies under this Condition, the Authority shall:
 - a. act in a reasonable and proportionate manner taking into account, among other things:
 - i. the gravity and duration of the OOTNC and any sanctions imposed by a court or tribunal; and
 - ii. any remedial action taken by the Contractor to prevent reoccurrence of the OOTNC.
 - b. Without prejudice to Clause 7, seriously consider, where appropriate, action other than termination of the Contract to deal with the failure by the Contractor to comply with this Condition.
9. The Authority shall not in any case be liable to pay under the provisions of this Condition any sum which, when taken together with any sums paid or due or becoming due to the Contractor under the Contract, shall exceed the total price of the Contract Deliverables payable under the Contract.

4. DEFCON 531

Disclosure Of Information

DEFCON 531
Edition 11/14

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1. 'Information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract.
 2. Subject to Clauses 5 to 9 each party:
 - a) shall treat in confidence all Information it receives from the other;
 - b) shall not disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - c) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - d) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
 3. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - a) is disclosed to its employees and sub-contractors, only to the extent necessary for the performance of the Contract; and

- b) is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract under it.
 - c) if the Contractor receives a request for disclosure of Authority Personal Information from a law enforcement authority or state security body (State Authority), it will first assess on a case-by-case basis whether such request (Disclosure Request) is legally valid and binding on the Contractor. Any Disclosure Request that is not legally valid and binding on the Contractor will be resisted in accordance with applicable law. In response to such a request, the Contractor shall promptly inform the Authority of any legally valid and binding Disclosure Requests, and will request the State Authority to put such Disclosure Requests on hold for a reasonable delay in order to enable the Authority to issue an opinion on the validity of the relevant disclosure. If the suspension and/or notification of a Disclosure Request is prohibited, such as in case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, the Contractor will request the State Authority to waive this prohibition and will document that it has made this request. In any event, the Contractor will on an annual basis provide to the Authority general information on the number and type of Disclosure Requests it received in the preceding 12-month period.
- 4. The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations at Clauses 2 and 3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.
- 5. Clauses 2 and 3 shall not apply to any Information to the extent that either party:
 - a) a) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - b) b) has the right to use or disclose the Information in accordance with other conditions of the Contract; or
 - c) c) can show:
 - i. that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the parties;
 - ii. that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the Contract;
 - iii. that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or
 - iv. from its records that the same information was derived independently of that received under or in connection with the Contract; provided the relationship to any other Information is not revealed.
- 6. Neither party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Condition.
- 7. The Authority may disclose the Information:
 - a) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
 - b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - d) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in DEFCON 501 (including benchmarking organisation) for any purpose relating to or connected with this Contract;
 - e) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - f) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this DEFCON.
- 8. Before sharing any Information in accordance with clause 7 above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.
- 9. The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for

compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this Condition shall affect the Contractor's rights at law.

10. Nothing in this Condition shall affect the parties' obligations of confidentiality where information is disclosed orally in confidence.

5. DEFCON 503 - Formal Amendments To Contract (Edition 12/14)

1. The Contract shall only be amended by the written agreement of the duly authorised representatives of the parties.

2. The written agreement shall consist of the:

- a. ~~Authority Notice of Change under DEFCON 620 (where used);~~
- b. issue of a serially numbered amendment letter, by the Authority; and
- c. unqualified acceptance of the offer from the Contractor.

The amendment shall come into force only when the Contractor has returned the ~~DEFFORM 10B~~ as an unqualified acceptance of the Authority's offer.

3. No Contract amendment shall come into effect unless it satisfies clauses 1 and 2.

4. Where an amendment to Specification results in a Contract Price change, that price shall be agreed prior to any formal amendments to the contract.



6. DEFCON 566 – Change of Control of Contractor (Edition 10/20)

1. The Contractor shall notify the Representative of the Authority at the address given in clause 3, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Sub-contractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

2. For the purposes of this Condition 'control' means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor.

and a change of control occurs if a person who controls the Contractor ceases to do so or if another person acquires control of the Contractor.

3. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b #1301
MOD Abbey Wood
Bristol
BS34 8JH

and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

4. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

5. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 1. The Authority shall act reasonably in exercising its right of termination under this Condition.

6. If the Authority exercises its right to terminate in accordance with clause 5 the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 6 must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

7. Notification by the Contractor of any intended, planned or actual change of control 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 the Authority's rights set out in this Condition.

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

1. The Authority has notified the Contractor that it believes that the Contract is a Qualifying Defence Contract for the purposes of the Defence Reform Act 2014 and the Single Source Contract Regulations 2014.

8. DEFCON 801 - Amendments to Qualifying Defence Contracts – Consolidated Versions

1. For the purposes of this Condition: a. "consolidated version" means a version of the Contract which incorporates into the body of the Contract all amendments made to the Contract;
b. "consolidated version date" means: (1) where one or more consolidated versions have been issued, the date on which the latest consolidated version was issued, or (2) where a consolidated version has not been issued, the date on which the Contract was entered into.

2. Where the Contract is amended in accordance with DEFCON 503:
a. on five (5) occasions since the consolidated version date;

- b. so as to change by more than 5% the Contract Price from the Contract Price at the consolidated version date, whether by one or more amendment; or
 - c. otherwise in a way which the Authority considers to be a significant change to the Contract, the Authority shall issue to the Contractor, within 28 calendar days of agreeing the relevant amendment, a consolidated version.
3. The consolidated version issued in accordance with clause 2 shall incorporate only amendments previously agreed between the parties in accordance with DEFCON 503 and shall be signed on behalf of the Authority.
4. The Contractor shall, within 14 calendar days of receiving it:
- a. sign and return to the Authority a copy of the consolidated version issued in accordance with clause 2, to confirm that it properly incorporates all amendments made to the Contract; or
 - b. notify the Authority in writing why it believes that the consolidated version does not properly incorporate all amendments made to the Contract.
5. Following any notification made by the Contractor under clause 4.b, the Authority and the Contractor shall seek to reach agreement on the content of the consolidated version, in the absence of which the matter may be resolved through the appropriate dispute resolution procedure.
6. Within 14 calendar days of the parties reaching agreement or the matter being determined through a dispute resolution procedure, the Authority shall reissue a signed consolidated version which accords with that agreement or determination and which the Contractor shall sign and return to the Authority within 14 calendar days of receiving it.
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9. DEFCON 802 - QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts (Edition 12/14)

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

- a. "Group undertaking" has the meaning given by section 1161 of the Companies Act 2006.
- b. "Material Single Source Sub-contract (Non-Qualifying)" means a sub-contract entered into by the Contractor where:

(1) the sub-contract is entered into at the same time as, or after, the Contract was entered into;

(2) the sub-contract is entered into for the purposes of the Contract;

(3) the award of the sub-contract is not the result of a "competitive process" as defined in Regulation 59 of the Single Source Contract Regulations 2014 (SSCR) for Qualifying Sub-contracts (QSC);

(4) the value of the sub-contract is of, or above £1,000,000;

(5) at least 50% of the sub-contract (by value) is required either to enable performance of the Contract or to enable the combined performance of the Contract and any other Qualifying Defence Contract (QDC), or prospective contract, under the SSCR, to which the Contractor or any group undertaking of the Contractor is a party, or might become a party; and

(6) the sub-contract is not a QSC as defined in the SSCR.

2. Except where the Authority expressly agrees otherwise in writing, the Contractor shall use reasonable endeavours to include in any Material Single Source Sub-contract (Non-Qualifying) the terms specified in Appendix I to this Condition (inserting relevant party names and / or definitions where appropriate).

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

APPENDIX to DEFCON 802

Provisions To Be Included In Material Single Source Sub-contracts (Non-Qualifying)

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

a. "Group undertaking" has the meaning given by section 1161 of the Companies Act 2006.

b. "Material Single Source Sub-contract" means a sub-contract entered into by the Sub-contractor where:

(1) the sub-contract is entered into at the same time as, or after, the date on which this Sub-contract was entered into;

(2) the sub-contract is entered into for the purposes of the Sub-contract;

(3) the award of the sub-contract is not the result of a "competitive process" as defined in the Single Source Contract Regulations 2014 (SSCR) for Qualifying Sub-contracts (QSC);

(4) at least 50% of the sub-contract (by value) is required either to enable performance of the Sub-contract or to enable the combined performance of the Sub-contract and any other Qualifying Defence Contract (QDC) or QSC, or prospective QDC or QSC, to which the Sub-contractor or any group undertaking of the Sub-contractor is a party, or might become a party;

(5) the value of the sub-contract is of or above £1,000,000; and

(6) the sub-contract is not a QSC.

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

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

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

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

e. "Sub-contract completion date" means:

(1) the date described in the sub-contract as the contract completion date; or

(2) if no such date is described in the sub-contract, the date on which the sub-contractor completes all obligations which entitle it to final payment under the contract;

(3) if the sub-contract is terminated before the date described in clause 1.e.(1) and (2) above, the date on which the sub-contract is terminated.

2. The Sub-contractor shall maintain relevant records from the date on which the Sub-contract was entered into for the period ending on the sixth anniversary of the end of the accounting period to which those relevant records relate or two (2) years after the Sub-contract completion date, whichever is the sooner.

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

a. verifying whether a cost of the Sub-contractor is an Allowable Cost;

b. verifying the reason for any difference between an estimated and actual Allowable Cost;

c. verifying any other matter relating to the price payable under the Sub-contract; and

- d. monitoring the Sub-contractor's performance of its obligations under the Sub-contract.
4. The Authority must give to the Sub-contractor at least twenty (20) working days written notice of its intention to examine the relevant records and the purposes for which the examination is required.
5. The Authority may only examine the records on any working day between the hours of 09:00 and 17:00.
6. Where required by the Authority, the Sub-contractor shall make copies available (in hard or electronic form) for the purposes of enabling those records to be examined.
7. Where required by the Authority, the Sub-contractor shall provide further information or explanation relating to the relevant records, whether after the examination of the relevant records or otherwise.
8. The Authority agrees that, where exercise of the rights granted at clauses 3 and 7 of this Condition would cause significant time and effort to be incurred by the Sub-contractor, and / or other significant disruption to the Sub-contractor, the Authority's exercise of that right shall be proportionate. When determining what is proportionate for that purpose, the Authority shall consider the benefit which may be achieved through the exercise of the rights and the disruption caused to the Sub-contractor. This shall include but not be limited to the impact on the Sub-contractor's provision of the subject-matter of the Sub-contract.
9. Except where the Authority notifies the Sub-contractor in writing that it is not required, the Sub-contractor shall use reasonable endeavours to include in any Material Single Source Sub-contract equivalent terms to those specified in this Condition (inserting relevant party names where appropriate).
10. Before entering into a Material Single Source Sub-contract (Non-Qualifying) the Sub-contractor shall promptly notify the Authority where it is unable to include equivalent terms to those specified in this Condition, or where it believes that the inclusion of those terms will prevent the achievement of a fair and reasonable price for that Sub-contract.

The Contractor and Sub-contractor agree that terms have been included in this Condition which are for the benefit of the Authority. Notwithstanding any contrary provisions in this Sub-contract, the Contractor and Sub-contractor agree that the Authority shall be able to enforce those terms which confer a benefit on the Authority in accordance with the terms of the Sub-contract.

10. DEFCON 803 - QDC: Disapplication of Protection against Excessive Profits and Losses (PEPL) (Edition 12/14)

The Authority has made a direction under Regulation 16(3) of the Single Source Contract Regulations 2014 that the price adjustment provided for by Regulation 16 shall not be applied.

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

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

"Single Source Contract Regulations Information" and "SSCR Information" means any confidential information in any written or other tangible form, which relates to the contract disclosed by the Contractor to the Authority or obtained by the Authority, and being of a type specified in Regulation 56 (1) (but not

including information described in Regulation 56 (3)(h) to (n)) of the Single Source Contract Regulations 2014 (SSCR), relating to the Contract. It shall not include information that:

(1) is or becomes generally available to the public other than as a result of its disclosure by the Authority or a Central Government Body, or the professional advisors or consultants of the Authority, in breach of the provisions of the Contract, the Defence Reform Act 2014 (DRA), the SSCR or of any other obligation of confidence owed to the party to whom the information relates;

(2) was, is or becomes available to the Authority on a non-confidential basis from a person who, to the Authority's knowledge, is not bound by a confidentiality agreement with the Contractor or otherwise prohibited from disclosing the information to the Authority;

(3) was lawfully in the possession of the Authority before the information was disclosed to it by the Contractor; or

(4) the parties agree in writing is not confidential or may be disclosed.

2. The Authority shall keep SSCR Information confidential and, except with the prior written consent of the Contractor, shall not disclose or make available the SSCR Information in whole or in part to any person, except as expressly permitted by this Condition.

3. The Authority may disclose the SSCR Information in all circumstances which would be permitted disclosures under section 5 (1) of Schedule 5 of the DRA.

4. Where the Authority discloses SSCR Information to any Central Government Body under clause 3 of this Condition, the Authority shall ensure that the recipient of the SSCR Information is made aware of and asked to respect its confidentiality.

5. Where the Authority discloses SSCR Information to its professional advisors or consultants under clause 3 of this Condition, the Authority shall inform them of the confidential nature of the SSCR Information before disclosure and shall obtain from them enforceable obligations to keep the SSCR Information confidential in terms at least as extensive and binding on them as the terms of this Condition are on the Authority.

6. To the extent permitted by the time for compliance under the Freedom Of Information Act (FOIA), the Authority shall consult the Contractor where the Authority is considering the disclosure of SSCR Information under the FOIA, and, in any event, shall provide prior notification to the Contractor of any decision to disclose the SSCR Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose SSCR Information in order to comply with the FOIA is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the FOIA. For the avoidance of doubt, nothing in this Condition shall affect the Contractor's rights at law.

7. If, for the purposes of this Contract, the Contractor enters into a sub-contract which it has assessed to be a Qualifying Sub-contract for the purpose of the DRA and SSCR, it shall include in that sub-contract the terms set out in the Appendix to this Condition (inserting relevant party names and / or definitions where appropriate).

8. The obligations set out in this Condition shall be the Authority's sole contractual obligations of confidentiality regarding the SSCR Information. Any other provision of the Contract relating to the confidentiality of information provided under or in connection with the Contract, including but not limited to DEFCON 531, shall be construed in such a way as to exclude the SSCR Information from their application.

9. Nothing in this Condition shall affect the Authority's obligations of confidentiality where information is disclosed orally in confidence.

Appendix To DEFCON 804

Provisions To Be Included In Qualifying Sub-contracts

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

“Single Source Contract Regulations Information” and “SSCR Information” means any confidential information in any written or other tangible form which relates to the sub-contract disclosed by the Sub-contractor to the Authority or obtained by the Authority, and being of a type specified in Regulation 56 (1) (but not including information described in Regulation 56 (3)(h) to (n)) of the Single Source Contract Regulations 2014 (SSCR). It shall not include information that:

(1) is or becomes generally available to the public other than as a result of its disclosure by the Authority or a Central Government Body, or the professional advisors or consultants of the Authority, in breach of the provisions of the Contract, the Defence Reform Act 2014 (DRA), the SSCR or of any other obligation of confidence owed to the party to whom the information relates;

(2) was, is or becomes available to the Authority on a non-confidential basis from a person who, to the Authority's knowledge, is not bound by a confidentiality agreement with the Sub-contractor or otherwise prohibited from disclosing the information to the Authority;

(3) was lawfully in the possession of the Authority before the information was disclosed to it by the Sub-contractor; or

(4) the parties agree in writing is not confidential or may be disclosed.

2. The Authority shall keep SSCR Information confidential and, except with the prior written consent of the Sub-contractor, shall not disclose or make available the SSCR Information in whole or in part to any person, except as expressly permitted by this Condition.

3. The Authority may disclose the SSCR Information in all circumstances which would be permitted disclosures under section 5 (1) of Schedule 5 of the DRA.

4. Where the Authority discloses SSCR Information to any Central Government Body under clause 3 of this Condition, the Authority shall ensure that the recipient of the SSCR Information is made aware of and asked to respect its confidentiality.

5. Where the Authority discloses SSCR Information to its professional advisors or consultants under clause 3 of this Condition, the Authority shall inform them of the confidential nature of the SSCR Information before disclosure and shall obtain from them enforceable obligations to keep the SSCR Information confidential in terms at least as extensive and binding on them as the terms of this Condition are on the Authority.

6. To the extent permitted by the time for compliance under the Freedom Of Information Act (FOIA), the Authority shall consult the Sub-contractor where the Authority is considering the disclosure of SSCR Information under the FOIA, and, in any event, shall provide prior notification to the Sub-contractor of any decision to disclose the SSCR Information. The Sub-contractor's representations on disclosure during consultation may not be determinative and the decision whether to disclose SSCR Information in order to comply with the FOIA is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the FOIA. For the avoidance of doubt, nothing in this Condition shall affect the Sub-contractor's rights at law.

7. Except where the Authority notifies the Sub-contractor in writing that it is not required, the Sub-contractor shall include in any sub-contract which it enters into for the purposes of this Sub-contract and which it has assessed to be a Qualifying Sub-contract for the purpose of the DRA and the SSCR, equivalent terms to those specified in this Condition.

8. Nothing in this Condition shall affect the Authority's obligations of confidentiality where information is disclosed orally in confidence.

APPENDIX F

QUALIFYING ENTITIES

Qualifying Entities as at the Effective Date of the Contract include the organisations listed below.

- Royal Navy;
- British Army;
- Royal Air Force;
- Royal Air Force Cadets;
- Strategic Command;
- Defence Nuclear Organisation, including Atomic Weapons Establishment (AWE);
- Head Office and Corporate Services (HOCS);
- Defence Equipment and Support (DE&S);
- Defence Electronics and Components Agency (DECA);
- Defence Science and Technology Laboratory (DSTL);
- UK Hydrographic Office (UKHO);
- Submarine Delivery Agency (SDA);
- National Museum of the Royal Navy;
- National Army Museum;
- Royal Air Force Museum;
- Single Source Regulations Office (SSRO);
- Advisory Committee on Conscientious Objectors;
- Advisory Group on Military Medicine;
- Armed Forces Pay Review Body;
- Defence Nuclear Safety Committee;
- Independent Medical Expert Group;
- Armed Forces Covenant Fund Trust;
- National Employer Advisory Board;
- Nuclear Research Advisory Council;
- Scientific Advisory Committee on the Medical Implications of Less-Lethal Weapons;
- Veterans Advisory and Pensions Committees;
- The Oils and Pipelines Agency;
- Reserve Forces' and Cadets' Associations (RFCA);
- Service Complaints Ombudsman;
- Service Prosecuting Authority;
- Defence Business Services;
- Defence Infrastructure Organisation (DIO);
- Chief Defence Logistics & Support;
- UK Space Command;
- Ministry of Defence Police;
- Defence College of Technical Training;