

ENTITY IN CHARGE OF MAINTENANCE 2

CONTRACT NUMBER SDA/ NP/ 709826453

between

DIRECT RAIL SERVICES T/A NUCLEAR TRANSPORT SOLUTIONS

and

**THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND**

Copy for publishing (Official)

Standardised Contracting Terms and Conditions

1 Definitions – In the Contract:

Articles means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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

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

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

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

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

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

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

Mixture means a mixture or solution composed of two or more substances;

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

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

PPT means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Request for Quote means the Authority’s Standard Contracting 1B – Request for Quotation (RFQ) Letter which will be used in the event that the contract is extended past the current term;

Sensitive Information means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Notwithstanding any other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
- (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6. Notices

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7. Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle, or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. 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.

Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 – including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 – including copyright material supplied under clause 5;
- (3) DEFCON 91 – limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5. F. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;

- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
- (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
 - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
 - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and
 - (2) if the Authority becomes aware of new information that might call into question appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference,

NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.

- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required;
 - (4) and copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register

their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

19 Insolvency

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

20 Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21 The project specific DEFCONs and SC variants that apply to this Contract

DEFCON 14 (11/22) Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 15 (6/21) Design Rights and Rights to Use Design Information

DEFCON 16 (Edn. 06/21) - Repair and Maintenance Information

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

DEFCON 90 (Edn. 06/21) - Copyright

DEFCON 127 (Edn 08/21) - Price Fixing Condition for Contracts of Lesser Value

DEFCON 503 (SC1) (Edn. 06/22) – Formal Amendments to the Contract

DEFCON 531 (SC1) (Edn. 09/21) – Disclosure of Information

DEFCON 532A (SC1) (Edn. 05/22) – Protection of Personal Data

(Where Personal Data is not being processed on behalf of the Authority)

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

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

DEFCON 538 (Edn 06/02) – Severability

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

DEFCON 606 (SC1) (Edn 07/21) - Change and Configuration Control Procedure

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

DEFCON 609 (SC1) (Edn. 08/18) – Contractor's Records

DEFCON 620 (SC1) (Edn. 06/22) – Contract Change Control Procedure

DEFCON 627 (SC1) (Edn. 11/21) – Quality Assurance – Requirement for a Certificate of Conformity

DEFCON 658 (SC1) (Edn. 10/22) – Cyber

Cyber Risk Profile = very low Risk Assessment Reference (RAR) = RAR-5VRA7ZFS

22 The special conditions that apply to this Contract are

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

23 The processes that apply to this Contract are:

AQAP 2110 NATO Quality Assurance Requirements for Design, Development and Production. Edition D Version 1

Def Stan 05-57 Configuration Management of Defence Materiel issue 8

Def Stan 05-61 Pt 4 Quality Assurance Procedural Requirements – Contractor Working Parties issue 4

Def Stan 05-61 Pt 1 Quality Assurance Procedural Requirements – Concessions issue 7

Def Stan 05-135 Avoidance of Counterfeit materiel Issue 2

DS 05-099 Part 1 Managing Government Furnished Assets in Industry Jigs, tools, etc. as provided on Contract NPC1A/2064 with the Nuclear Decommissioning Authority under the terms of DEFCON 23 are to be used on this Contract.'

24 Options:

a. In addition to the requirements detailed at 2b Schedule of Requirements, the Contractor hereby grants to the Authority the following option to request a further quotation to purchase:

- An additional one year of service (+1) and support in accordance with Schedule 2b Schedule of Requirements.

Due to the niche nature of this contract, the Authority has sought a single source exemption not to compete this requirement. Should this remain unchanged at the end of the additional option year the Parties shall mutually access whether further extensions should be considered.

There is no obligation on the Contractor to extend.

Should the Parties agree to extend the contract further, the Authority will issue a 'Request for Quotation' to the Contractor and begin the negotiation process to enact further extensions to this contract.

- b. To be 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.
- c. The Authority shall have the right to exercise the option, subject to the Authority exercising the option no later than three calendar months prior to the commencement period of the option.

General Conditions

AUTHORISATION BY THE CROWN FOR USE OF THIRD-PARTY PROPERTY RIGHTS

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.

Payment Terms

- a. Payments shall be made in arrears for on an annual basis for Line Items 1- 6 (included at Schedule 2b Schedule of Requirements).
- b. All payments shall be in accordance with condition 15 above.

Special Indemnity Conditions

N/A

SC1B**Schedules****Schedule 1 – Additional Definitions of Contract**

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

DRS – means Direct Rail Services Ltd a wholly owned subsidiary of the NDA.

ECM – means the Entity In Charge of Maintenance which is people or organisations who are responsible for the maintenance of vehicles used on the mainline railway.

NDA – means the Nuclear Decommissioning Authority an executive non-departmental public body, sponsored by the Department for Business, Energy & Industrial Strategy.

Schedule 2a – Statement of Requirement**1. Introduction**

- 1.1. MoD has a programme of work to safely and securely transport Irradiated Nuclear Fuel by rail between Licenced and Authorised Sites, within the United Kingdom. Sites included HMNB Devonport, Sellafield Ltd Cumbria and Naval Reactor Test Establishment at Vulcan.
- 1.2. As part of this enduring capability locomotives and escort coaches are provided by DRS under existing contract NPC1A/2064.
- 1.3. There are two in number 146t GLW Nuclear Flask Transporter wagons (hereby referred to as ‘the transport wagons or MODAs’) MODA95770 and MODA95771, used to carry the Used Fuel Flasks which are owned by the Authority.
- 1.4. The ECM needs to be confirmed for both Transporter Wagons used in support of the Irradiated Fuel programme. This will ensure continued adherence to the rail regulations with a nominated ECM and a direct link between the wagon owner and wagon operator.

2. Requirement

- 2.1. The general requirement is for the contractor to enable the MoD transport wagons (2 of) to be used on the rail network to support the MOD programme deliverables.

In pursuit of this requirement, the contractor shall, for each of the MoD transport wagons MODA95770 & MODA95771:

Requirement	Deliverable	Acceptance Criteria	Due Date
1. Be registered as the ECM	Written confirmation to the Authority's Project Manager that: a. It is registered as the ECM for each vehicle in the National Vehicle Register (please evidence); b. It is a competent body to be the ECM for the vehicles c. It is a certified Railway Undertaking and therefore deemed to be a certified ECM by the UK National Safety Authority; d. It shall, as and when the ECM certification process becomes due and it is required to apply, make the appropriate applications and obtain certified ECM status.	Written acceptance of the information by the Authority's project manager.	On or before 25 February annually.
2. Have a system of maintenance in place for the vehicles and take all necessary actions to perform the role of ECM;	Safety Performance Reports and subsequent follow-up meetings or written explanations as requested by the Authority, to include written confirmation that: a. It has undertaken all steps necessary to comply with the responsibilities of an ECM under Regulation 2008/110/EC, Annex III of Regulation EU/445/2011 and Railways and Other Guided Transport	Written acceptance of the information by the Authority's Project Manager.	On or before 25 February annually

	Systems (Safety) (Amendment) Regulations 2011; b. It has a system of maintenance in place for the vehicles.		
3. Option to extend 1 year. See clause 24.	See 1 & 2 above.	See 1 & 2 above.	See 1 & 2 above.

Schedule 2b – Schedule of Requirements**Line Items: 1 April 2024 to 31 March 2030**

Line Item	Description	Output	Varied Price (VP) (Ex VAT) *	Indicative invoice date
1	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2024 to 31 March 2025	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.		April/ May 2025
2	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2025 to 31 March 2026	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.	Previous year's total Price (ex VAT) + (CPI)	April/ May 2026
3	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2026 to 31 March 2027	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.	Previous year's total Price (ex VAT) + (CPI)	April/ May 2027
4	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2027 to 31 March 2028	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.	Previous year's total Price (ex VAT) + (CPI)	April/ May 2028
5	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the period 1 April 2028 to 31 March 2029	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and attendance at Safety Performance Meetings.	Previous year's total Price (ex VAT) + (CPI)	April/ May 2029
6	Performance of Entity In Charge of Maintenance (ECM) for MoD Owned KUA MODA95770 and KUA MOD95771 – Covering the	The satisfactory performance of ECM role in accordance with “Schedule 2a Statement of Requirements” above, including the satisfactory delivery of progress reports and	Previous year's total Price (ex VAT) + (CPI)	April/ May 2030

period 1 April 2029 to 31 March 2030	attendance at Safety Performance Meetings.		
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* This Price and subsequent years are escalated on an annual basis, effective from April 2024 using the following calculation:

$$VP = CP + (CPI)$$

Where:

- VP represents the Varied Price for the upcoming FY
- CP represents Current Price
- CPI represents the published Consumer Price Index (CPI) % in April throughout the term of the contract.

The CPI values referred to above shall be taken from the Office of National Statistics Table:
CPIH Annual Rate 00: All Items 2015=00.

Schedule 3 - Contract Data Sheet

Contract Period	Effective date of Contract: 1 April 2024 The Contract expiry date shall be: 31 March 2030 (unless the option to extend for one year is exercised).
Clause 6 – Notices	Notices served under the Contract can be transmitted by electronic mail Yes Notices served under the Contract shall be sent to the following address: Authority: Nuclear Propulsion NH3 Ash 3b #3301 MoD Abbey Wood Bristol BS34 8JH Contractor: Direct Rail Services T/A Nuclear Transport Solutions, Regents Court, Baron Way, Carlisle, CA6 4SJ
Clause 8 – Assurance Supply of Contractor Deliverables & Quality	Is a Deliverable Quality Plan required for this Contract? (delete as appropriate) No Other Quality Requirements: See condition 23

Clause 9 – Supply of Data for Hazardous Substance, Articles and Materials in Contractor Materials	A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to: The Authority's Representative (Commercial) by the following date: So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format. (1) Hard copies to be sent to: Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH (2) Emails to be sent to: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
Clause 10 – Delivery/Collection	Contract Deliverables are to be: Delivered by the Contractor: Yes Special Instructions: N/A Collected by the Authority: No Special instructions (including consignor address if different to the Contractor's registered address): N/A
Clause 12 – Packaging and Labelling of Contractor Deliverables	Additional packaging requirements: N/A

Clause 14 – Progress Meetings	The Contractor shall be required to attend the following meetings: Type: Safety Performance Monitoring Frequency: Quarterly Location: TBC
Clause 14 – Progress Reports	The Contractor is required to submit the following Reports: Type: Safety Performance Monitoring reports Frequency: Quarterly Method of Delivery: e-mail Delivery Address: Cavendish Nuclear Limited, Fleswick Court, Westlakes Science & Technology Park, Crow Park Way, Moor Row, Cumbria, CA24 3HZ

**Schedule 4 - Contractor's Commercially Sensitive Information Form
(in accordance with Clause 5)**

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Schedule 5 - Notification of IPR restrictions (IAW Clause 7)**DEFFORM 711 (Edn 11/22)****Ministry of Defence****DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS****DEFFORM 711 - PART A – Notification of IPR Restrictions**

1, ITT/Contract Number				
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1				
2				
3				
4				
5				

Please continue on additional sheets where necessary.

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to subsystem level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.

	NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.

2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFFORM 711 on the Commercial Toolkit

http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711_0422.doc contains a theoretical pictorial example but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.

Ministry of Defence

Schedule 6

CONTRACT DATA REQUIREMENT

1. <u>ITT/ Contract Number</u> SDA/NP/709826453	2. <u>CDR Number</u> 1	3. <u>Data Category</u> Maintenance Confirmation	4. <u>Contract Delivery Date</u> 31 March 2030
5. <u>Equipment/ Equipment Subsystem Description</u> 2 X MOD MODAs		6. <u>General Description of Data Deliverable</u> Entity in Charge of Maintenance Certificate(s) Safety Performance Reports and subsequent follow-up meetings or written explanations as requested by the Authority	
7. <u>Purpose for which data is required</u> Confirmation of the Entity in Charge of Maintenance		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 15 (06/21) b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> None			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> 1	

Schedule 7 - Addresses and Other Information

1. Commercial Officer

Name: Jason Prichard

Address: Nuclear Propulsion NH3 Ash 3b #3301 MoD Abbey Wood Bristol BS34 8JH

Email: jason.prichard102@mod.gov.uk

Phone: 0300 164 8319

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

Name: C/O Jason Prichard

Address: Nuclear Propulsion NH3 Ash 3b #3301 MoD Abbey Wood Bristol BS34 8JH

Email:

Phone:

3. Packaging Design Authority

Organisation & point of contact: N/A

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

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

Branch/Name:

(b) U.I.N.

5. Drawings/Specifications are available from the Commercial Officer shown above**6. Intentionally Blank****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
Phone 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
Phone 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows: N/A

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

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

Air Freight Centre

IMPORTS - 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS - 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

JSCS Helpdesk No. 01869 256052

(select option 2, then option 3)

JSCS Fax No. 01869 256837

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

11. The Invoice Paying AuthorityMinistry of Defence ☐ 0151-242-2000

DBS Finance

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

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe

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

Applications via fax or email:Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

Stephen Godwin

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

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

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.kid.mod.uk/maincontent/business/commercial/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.

Schedule 8 - Deliverables

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

All Negotiation Deliverables**Supplier Contractual Deliverables**

Name	Description	Due	Responsible Party
Obligation DEFCON 21 (Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	Due 1 month before Contract Agreement End Date	Supplier Organisation
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organisation
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organisation
Contract Data Sheet Condition 9.c	Provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	Due 1 month before Contract Agreement Start Date	Supplier organisation
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	Due 1 month after Contract Agreement Start Date	Supplier organisation

Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract	Repeats every 3 months on the First Day of the Month starting 1 month after Contract	Supplier organisation
Payment Condition 14.b	Submission of Invoices		Supplier organisation
Payment Condition 14.c	Payment		Supplier organisation
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Supplier organisation
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	Repeats every 12 months on the First Day of the Month Starting on 01 April 2024 until 12 months after Contract Agreement End Date	Supplier organisation

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

- a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
- b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority

will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Subcontracts.

Quality Assurance Conditions

Please refer to Condition 21

Schedule 9

Not used

Schedule 10

Statement Relating to Good Standing (DSPCR 2011) The Statement Relating To Good Standing

Offer and Acceptance

SDA/NP/709826453 Entity in Charge of Maintenance 2

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Contractor:

SIGNED for and on behalf of

**THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND**

Signature:

Name:

Position: Senior Commercial Manager

Date: 22 March 2024

SIGNED for and on behalf of
Direct Rail Services T/A Nuclear Transport Solutions

Signature:

Name:

Position: Director

Date: 5 April 2024