

**Annex X Acronyms, Abbreviations, Definitions and Interpretations**

<b>TABLE 1 Acronyms and Abbreviations</b>	
ACU	Air Conditioning Unit
AESP	Army Equipment Support Publications
ALARP	As Low As reasonably Practicable
AOF	Acquisition Operating Framework
AP	Air Publications
AQAP	Allied Quality Assurance Publications
ARM	Availability Reliability and Maintainability
AS90	Artillery System for the Nineties
BELA	BELA Electronic Designs Ltd
BC	Business Continuity
BMSF	Bulk Medical Storage Facility
BOM	Bill of Materials
BS	British Standard
C17	Globemaster III (Military Transport Aircraft)
C130J	Hercules (Military Transport Aircraft)
CADMID	Concept Assessment Demonstration Manufacture In-Service Disposal
CBA	Combat Body Armour
CCTS	Containerised Computed Tomography Scanner
CDU	Computer Display Unit
CE	Conformité Européenne" ("European Conformity")

CES	Complete Equipment Schedule
CIRF	Combined Instrument Repair Facility
CITB	Construction Industry Training Board
CLS	Contractor Logistic Support
CM	Configuration Management
C of G	Centre of Gravity
CONDO	Contractors on Deployed Operations
CONEMP	Concept of Employment
CRARRV	Challenger Armoured Repair & Recovery Vehicle
CRP	Common Repair Pallet
CRT	Cathode Ray Tube
CT	Computed Tomography
Ctn	Container
CSC	Container Safety Convention
DA	Design Authority
DBCUC	Deployable Battery Charger Unit
DE&S	Defence Equipment & Support
DEFCON	Defence Condition
DEW	Deployable Engineer Workshop
DI	Deployable Infrastructure
DII(F)	Defence Information Infrastructure (Future)
DMS	Deployable Machine Shop

DRACAS	Data Reporting and Corrective Action System
DROPS	Demountable Rack Off-loading and Pick-up System
DTSS	Deployable Technical Support Solutions
EBC	Electronic Business Capability
ECI	Expeditionary Campaign Infrastructure (now part of OIP)
ECM	Electronic Counter Measures
EMC	Electromagnetic Compatibility
ES	Equipment Support
ESM	Equipment Support Manager
FEP	Front End Processor (this is what it means to me - not sure where this is referenced though)
FEPDS	Field Electrical Power Distribution System
FEPS	Field Electrical Power Supplies
FFF	Fit, Form and Function
FLT	Fork Lift Truck
FQD	Forecast Quarterly Demand
FRACAS	Failure Reporting Analysis & Corrective Action System
GEOSYS	Geospatial Intelligence Information System
GFA	Government Furnished Assets: Information Facilities Resources
GIU	Generator Interface Unit
GP	Governing Policy
GP	General Practitioner (In CONDO Record)

GQAR	Government Quality Assurance Representative
GRP	General Repair Pallet
GSG	General Support Group (Now OSP)
HAACON	This is the name of the company – Lifting and Mobilisation legs
H&S	Health and Safety
HQ SJC	Head Quarters Standing Joint Command
IAW	In Accordance With
ICS	Integrated Communication Systems
ID	Identifier/Identification
ID1/NADS	Identifier No1/Nato Air Defence System
IETP	Interactive Electronic Technical Publication
ILS	Integrated Logistic Support
ILSP	Integrated Logistics Support Plan
IP	Intellectual Property
ISD	In Service Date
ISO	International Standards Organisation
ISS	In Service Support
IT	Information Technology
ITT	Invitation to Tender
JAMES	Joint Asset Management and Engineering Solution
JARTS	Joint Aircraft Recovery Transport Squadron
JPA	Joint Personnel Administration (HR IT system for Forces Personnel)

JSC	Joint Supply Chain
JSP	Joint Service Publication
KPI	Key Performance Indicator
KSA	Key Support Areas
KUR	Key User Requirement
LEV	Local Exhaust Ventilation
LOL	Limit of Liability
LOLER	Lifting Operations and Lifting Equipment Regulations
LRU	Line Replaceable Units
MBT	Main Battle Tank
MDP	Master Data Pack
MDSS	Medical and Dental Servicing Section
MHE	Mechanical Handling Equipment
MIS	Management Information System
MJDI	Management of the Joint Deployed Inventory
MOD	Ministry of Defence
MOQ	Minimum Order Quantity
MRBT	Mobile Roller Brake Tester
MWA	Main Working Area
NATO	North Atlantic Treaty Organisation
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer

OH	Occupational Health
OIP	Operational Infrastructure Programme (DI and ECI merged)
OMR	Obsolescence Management Register
OPR	Off Platform Repair
PAT	Portable Appliance Testing
PCM	Post Crash Management
PC	Personal Computer
PEPs	Priming Equipment Packs
PHI	Preliminary Hazard Identification
PHS&T	Packaging, Handling, Storage and Transportation
PI	Performance Indicator
PID	Probability Impact Diagram
PJHQ	Permanent Joint Head Quarters
POC	Point of Contact
POEMS	Project Oriented Environmental Management System
POSMS	Project Oriented Safety Management System
PP	Power Pack
PPE	Personal Protective Equipment
PPIU	Power Pack Interface Unit
PPQ	Primary Pack Quantity
PPRF	Power Pack Repair Facility
PT	Project Team

PTC	Performance, Time, Cost
PTA	Pressure Transducer Assembly
PTRF	Portable Tyre Repair Facility
PTRF-RF	Portable Tyre Repair Facility – Run Flat
PUWER	Provision and Use of Work Equipment Regulations
QMP	Quality Management Plan
RACU	Relocatable Air Conditioning Unit
RAF	Royal Air Force
RCU	Radio Controlled Unit (again not sure where this is referenced)
RE	Royal Engineers
REEBOK	Just the container name – named after a gazelle...
REME	Royal Electrical and Mechanical Engineers
RM	Royal Marine
RSMI	Receipt Storage Maintenance & Issue
RUM	Run Up Module
SAINSBURI-E	Special Avionic Instrument Network System and Basic Unit Repair Installation
SME	Subject Matter Expert(s)
SOR	Statement of Requirement
SPC	Standard Priority Code
SRD	System Requirements Document
SQEP	Suitably Qualified and Experienced Personnel
SSDT	Support Solution Development Tool

SSE	Support Solution Envelope
STANAG	Standardisation Agreement
S&TE	Support & Test Equipment
ST&TE	Special to Type Test Equipment
TARDIS	Tactical Reconnaissance & Deployable Imagery System
TC OPO	Transportable Container Operational Portable Office
TDOL	Tech Docs On-Line
TIW	Tactical Imagery and Intelligence Wing
TLMP	Through Life Management Plan
TNA	Training Needs Analysis
TRA	Timescale Risk Analysis
TUPE	Transfer of Undertakings (Protection of Employment) Regulations
TWE	Temporary Working Environment
T&S	Travel and Subsistence
UHF	Ultra High Frequency
UIN	Unit Identification Number
UKNCB	United Kingdom National Codification Board
UOR	Urgent Operational Requirement
UPS	Uninterrupted Power Supply
VAT	Value Added Tax
VOSA	Vehicle and Operator Services Agency
WKSP	Workshop

WLC	Whole Life Cost
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**Definitions and Interpretations**

The following terms are used in this document:

**“Authority”** shall mean the Secretary of State for Defence.

**“Acceptance Trial”** shall mean a trial carried out by nominated representatives of the eventual military users of the equipment to determine if the specified performance and characteristics have been met.

**“As Low as Reasonably Practicable” (ALARP).** A risk is ALARP when it has been demonstrated that the cost of any further Risk Reduction, where the cost includes the loss of defence capability as well as financial or other resource costs, is disproportionate to the benefit obtained from the risk reduction.

**“Annual”** shall mean once a contract year.

**“Biennial”** shall mean every other year i.e. every 2 years

**“Certification”** shall mean a signed document attesting that a product or service meets the set criteria.

**“Clutch”** shall mean the joining together of a number of containers to create a ‘Clutch’ i.e. 3 containers to make a TARDIS clutch of 3.

**“Codification”** shall mean the formal identification, classification and numbering of items of the Defence Inventory in accordance with NATO Codification System as set out in the NATO Manual of Codification.

**“Configuration management” (CM)** shall mean a management measure that provides oversight and control of design information, safety information, and records of modifications (both temporary and permanent) that might impact the ability of items relied on for safety to perform their functions when needed.

**“Contractor”** shall mean the Person who, by the Contract, undertakes to perform the Services and to supply the Assets. Contractor shall also include any Person to whom the benefit of the Contract may be assigned by the Contractor in accordance with DEFCON 518 (Edn 11/12). For the purposes of this Contract the Contractor [Insert winning bidders Co name]

**“Contractor Tasking”** shall mean any variable output activity, approved by the Authority, that requires, but not limited to, a deliverable associated with either configurations amendments, additional meeting, maintenance, repairs, modifications, regeneration or re-role of any equipment which DTSS is responsible for.

**“Container”** shall mean the standardized transportation box in which technical equipments are integrated, stored and operated

**“Corrective” or “Unscheduled Maintenance”** shall mean maintenance carried out after fault recognition and intended to restore equipment to a state in which it can perform a required function.

**“Defect”** shall mean any non-conformance of an item with specified requirements, or a condition which experience indicates could result in non-conformance.

**“Deployable Technical Support Systems” (DTSS)** refers to the representative output section which has overall responsibility for the through life management of all equipment

covered by the Contract including future legacy equipment or other project team equipment, with similar outputs which may be added to the contract.

**“Design Authority”** shall mean an organisation appointed by the Contract to be responsible for a design and for signing the Certificate of Design.

**“Disposal”** shall mean the efficient, effective and safe disposal of equipment, together with its spares and consumables, throughout its life. Disposal needs to consider the possibilities of re-deployment, sale, waste disposal, hazardous substances, environmental impacts and the possible disposal of recovered material by sale.

**“DII(F) compatible”** shall mean electronic information supplied by the Contractor to the Authority in a format that can be accessed through the current MOD IT system. Specifically, Microsoft Office Suite version 2003, excluding Microsoft Project which is at version 2010.

**“eCassandra”** shall mean the mandated software package to be used by the Contractor and Authority to log Health and Safety risks, hazards, mitigations etc.

**“Engineering Support Manager” (ESM)** The person who is responsible for the day to day management of the contract who has the authority to make decisions without reference to a more senior person in the organisation.

**“Equipment”** shall mean a single container or item used in a stand alone configuration.

**“Facilities”** shall mean the entire physical infrastructure required to integrate, operate and maintain equipment.

**“Fit, Form & Function” (FFF)** shall mean equipments are fully serviceable and perform to the full specification for which they were designed.

**“Failure Reporting Analysis & Corrective Action System (FRACAS)/Data Reporting & Corrective Action System (DRACAS)”** are the Systems employed by the Authority which provide a process of data collection, reporting, classifying, analyzing failures and subsequently planning the corrective action in response to those particular failures.

**“Full Operating Capability (FOC)”** means the transition period for the Amphora contract is complete, to the satisfaction of the Authority. On declaration of FOC Contract KPIs come into force.

**“Gainshare”** shall mean the percentage of the Net financial efficiencies obtained by the Authority for efficiencies.

**“Government Furnished Assets” (GFA)** shall mean all items (including but not restricted to information, facilities, physical items), irrespective of value, supplied to the Contractor by the Government under the terms of the Contract, or owned by the Government and held by the Contractor under the terms of this contract.

**“Inspection”** shall mean the periodic physical activity necessary to comply with the AESP scheduled maintenance standards.

**“Item of Supply”** shall mean an object or group of objects which has been defined by a qualified logistics service to meet a specific requirement. The exact determination of an item of supply depends on technical and logistic considerations on the basis of which the user specifies characteristics and tolerances of the concept in the broadest possible terms compatible with his own essential needs. Any item to enter the supply chain is included within the term “Item of Supply”

**“Issue”** in the context of Risk Management shall mean a risk that has 100% probability of occurrence, or that can not be managed by the Project Manager and must be referred to more senior management.

**“Joint Supply Chain”** shall mean the element of the Support Chain that covers the policies end to end processes and activities associated with the receipt of stock from trade to their delivery to the demanding Unit and the return loop for all 3 Services in accordance with JSP 886 Vol 3.

**“Key Support Areas” (KSA).** Are associated with the Support Solutions Envelope and are some areas which the project team needs to consider when developing a support solution. They are deemed critical by the KSA Owner’s representative to support coherence in the context of Defence.

**“Levels of Repair”** shall be as defined in JSP 886:

Level 1 - Servicing and day-to-day preparation. It may include such operations as functional testing, replenishment, servicing, re-arming, role changing, minor modification, fault diagnosis and corrective maintenance by replacement, adjustment or minor repair.

Level 2 - Corrective maintenance by replacement, adjustment or minor repair including fault diagnosis and minor authorized modifications, within specified times using generally provisioned resources.

Level 3 - Corrective maintenance in greater depth than Level 2. It may include such operations as repair, partial reconditioning and modification requiring special skills, special equipment or a relatively infrequently used capability which is not economic to provide generally; but which is short of complete strip, reconditioning and re-assembly.

Level 4 - That maintenance which is full reconditioning, major conversions, or major repairs.

**“Limit of Liability” (LOL)** for the Contractor this is associated with the Authority setting a financial limit for a particular output, e.g. for corrective repairs the Contractor shall not exceed £1500 per equipment.

**“Maintenance”** shall mean scheduled activity to prolong the performance of an equipment.

**“Maintenance Planning”** shall mean the process to establish and evolve maintenance concepts, requirements and periodicity for a material system.

**“Master Data Pack” (MDP)** shall mean the information necessary to operate, maintain, repair, inspect, test, support and dispose of equipment throughout its life. It includes (but is not limited to) paper, fiche, drawings, Computer Aided Design (CAD) data, electronic text, non-textual data e.g. graphics, video etc. for (but not limited to):

- Illustrated Parts lists
- System description and operation
- System servicing and maintenance
- Diagnostic support
- Repair information
- Supporting flow, system and wiring diagrams
- Software documentation
- Logistic Support Analysis reports.

**“Modification”** shall mean an authorised alteration of a design, equipment, contractual process or procedure (whether for operation, maintenance, deployment, recovery or storage).

**“Monitor”** shall mean proactively reviewing subjects (such as obsolescence) to provide advice to the Authority.

**“Net”** shall mean Gainshare payments calculated as a percentage of the efficiency after the Authority has taken into account any lease termination charges or other direct costs associated with implementing any recommended efficiency.

**“Observation”** shall mean proactively surveying equipments (such as the DEW) to provide advice to the Authority.

**“Opportunity”** in the context of Risk Management shall mean a possible future event that may have a beneficial effect on the project, in terms of time, performance or cost.

**“Packaging, Handling, Storage and Transportation” (PHS&T)** shall mean the resources, processes, procedures, design considerations and methods to ensure that all systems, equipment and support items are preserved, packaged, handled and transported properly (including; environmental conditions and equipment preservation requirements for short and long term storage and transportability).

**“Periodically”** shall mean at intervals agreed by the Authority.

**“Pre-issue Assurance”** shall mean the process of checking that the item is fit for purpose. This shall include, but not be limited to, checking that the CES elements are all present, checking that the service schedule/maintenance log is up to date and checking that the interval required to the next service is sufficient to enable the item to complete its required battlefield mission. There is no limit on how far in advance of issue the Pre-issue Assurance may be carried out other than that at time of issue, the item remains fully fit for purpose.

**“Preventative Maintenance”** or **“Scheduled Maintenance”** shall mean systematic and/or prescribed maintenance intended to reduce the probability of failure.

**“The Purple Gate”** The Purple Gate policy controls the entry of materiel into the Joint Support Chain (JSC) at pre-designated nodes. The direct delivery of materiel and equipment from contractors for deployed units shall be to a nominated Purple Gate location. The Purple Gate shall mean a process to ensure the regulation of materiel (all sustainment materiel and Urgent Operational Requirements (UORs)) flow into the JSC for the sustainment of Operational Theatres.

**“Permanent Joint Headquarters” PJHQ** where all operations and missions are centrally controlled ensuring policy and procedures are adhered to.

**“Platform”** shall mean a military platform, such as a ship, tank or aeroplane.

**“Receipt Inspection”** shall mean examination of a component item or equipment to assess its condition - may include test and analysis.

**“Re-generation”** For DTSS this refers to equipment returning back from operations and there is a requirement to ensure it is maintained/repaired back to a fully serviceable condition.

**“Repair”** shall mean to restore equipment to working order.

**“Risk”** in the context of Risk Management shall mean a possible future event that may have an adverse affect on the project in terms of performance, time or cost.

**“Service Credits”** shall mean a calculated reduction from the Monthly Firm Service Charge.

**“Sooner if required”** shall mean on demand.

**“Spare”** an individual part, sub assembly, or assembly supplied for maintenance or the repair of systems or equipment.

**“Special to Type Test Equipment” (STTE)** shall mean all test equipment particular to a supplied equipment or platform.

**“Standard Priority Code” (SPC)** shall mean a code derived in accordance with the standard priority system to facilitate the demand, supply and movement of matériel.

**“Support & Test Equipment” (S&TE)** shall include all support and test equipment required as standard plus all Special to Type Test Equipment (STTE).

**“Suitably Qualified & Experienced Personnel” (SQEP)** relates to an individual who has the experience, qualifications, currency and authority in a particular domain, e.g. Safety, Quality, Structural Engineer.

**“Support Solution Development Tool”(SSDT)** The SSDT provides the project desk officers with a route map to developing a robust solution which encapsulates DE&S identified supportable policies. It is linked to pragmatic, evolving policy which provides DE&S with a means of spreading good support practice. Whilst it does not identify all policies it has identified those deemed critical by the Key Support Areas.

**“System”** shall mean a group of interacting equipments.

**“Technical Investigation”** shall mean that the Contractor has been tasked by the Authority to investigate a particular problem associated with DTSS equipment; this can range from a simple engineer problem to a full mechanical, structural, electrical assessment of equipment.

**“TLMP”** in the context of The Contract shall mean the individual Through Life Management Plans for each contracted equipment.

**“TUPE”** in the context of the Contract shall mean Contractor to Contractor TUPE as no internal staff are assigned to TUPE.

**“Variable Task”** shall mean a task that is unknown at Contract Award but requires completion during the life of the contract. It shall be defined in accordance with the tasking process at Annex L to the Contract.

**THE ELECTRONIC TRANSACTIONS AGREEMENT**

**Between**

**Marshall Land Systems**

**And**

**SECRETARY OF STATE FOR DEFENCE**

**MINISTRY OF DEFENCE  
Electronic Transactions Agreement**

THIS AGREEMENT comprises the General Clauses for electronic transactions.

The terms of this Agreement shall govern the conduct and methods of operation between the parties in relation to the electronic exchange of data for the purposes of or associated with the supply of Articles and/or Services pursuant to those contracts which reference it. Except as otherwise provided in the appended terms, the terms do not apply to the substance of the data transfer. This Agreement shall have the date of and be effective from the date of the last signature hereunder.

**AGREED**

For and on behalf of:

For and on behalf of:

**Marshall Land Systems**

**Secretary of State for Defence**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: REDACTED S.40

Position: \_\_\_\_\_

Position: Commercial Manager

Date: \_\_\_\_\_

Date: 3<sup>rd</sup> June 2014

Whose Registered Office is at:

Marshall Land Systems  
Limited  
Marshall Aerospace  
and Defence Group  
The Airport  
Cambridge  
CB5 8RX

Whose Address is:

Operational Infrastructure Programme (OIP)  
Spruce 3a #1309 ABW  
Abbey Wood  
Bristol  
BS34 8JH

Agreement reference number:

Currently transacting under ETA No: F254701 dated 29th May 2012.

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**Electronic Transactions**

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## 1. Definitions

- a. In this Agreement, in addition to the definitions in DEFCON 501:
- i. **"Acknowledgement of Receipt"** means the procedure by which, on receipt of a Message, the logical presentation or form are checked, and a corresponding acknowledgement or rejection is sent by the receiver;
  - ii. **"Adopted Protocol"** means the method(s) for the Interchange of Messages between the respective Parties and an intermediary appointed pursuant to Clause 8 for the presentation and structuring of the transmission of Messages as defined in Annex A
  - iii. **"Associated Data"** means that data which accompanies a Message but may not be in the Adopted Protocol; such data may include header information, protective markings, designations, Electronic Signatures, date and time of transmission and of receipt;
  - iv. **"Data"** means all Messages and Associated Data transmitted, received or stored in a digital form;
  - v. **"Data File"** means a single record or collection of data records that are logically related to each other, and are handled as a unit;
  - vi. **"Data Log"** means a complete record of all Data Interchanged representing the Messages and their Associated Data between the parties;
  - vii. **"Defence Electronic Commerce Service" or "DECS"** mean the service provided by the party under contract to the Authority to manage the electronic receipt, transmission and translation of messages exchanged between the Authority and its suppliers;
  - viii. **"Electronic Signature"** means anything in electronic or digital form incorporated into or otherwise logically associated with an electronic communication for the purpose of establishing the authenticity of the communication or its integrity, or both;
  - ix. **"Expunge"** means the removal of the information contained in a Message document such that the content of the Message is removed from the system in a manner which precludes its retrieval (but with no obligation in respect of the record of its receipt);
  - x. **"Functional Acknowledgement"** means an acknowledgement Message by the receiving party's computer software application which automatically confirms the receipt of a Message at the moment of receipt;
  - xi. **"Interchange"** means the electronic exchange of Data between the Parties using the Adopted Protocol;
  - xii. **"Message"** means Data structured in accordance with the Adopted Protocol and transmitted electronically between the parties including where the context admits any part of such Data.

## 2. Scope

- a. The Messages to be exchanged under this Agreement are detailed in the Message Implementation Guidelines referred to in Annex A, which also includes guidance on how these should be profiled.
- b. This Agreement shall apply to all Messages passed between the parties using the Adopted Protocol. The parties agree that all such Messages shall be transmitted in accordance with the provisions of this Agreement.

- c. The parties may agree additional or alternative terms to reflect additional or different requirements which they may have for the Interchange of Messages, which terms shall form part of this Agreement.

### 3. Security of Data

- a. Each of the parties shall:
- i. ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or destroyed and is capable of being retrieved only by properly authorised persons;
  - ii. subject to the provisions of Sub-Clause 8.a. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract;
  - iii. protect further transmission to the same degree as the originally transmitted Message and Associated Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.
- b. The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made pursuant to Sub-Clause 3. a. iii. the sender shall ensure that such markings are repeated in the further transmission.
- c. The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.
- d. If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:
- i. immediately investigate the cause, effect and extent of such breach;
  - ii. report the results of the investigation to the other party;
  - iii. use all reasonable endeavours to rectify the cause of such breach.
- e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

### 4. Authenticity of Messages

- a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.
- b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Messages, when printed from electronic files and records established and

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maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

**5. Integrity of Messages**

- a. The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and, subject to Sub-Clauses 5.b. 5.d. and 15, shall be liable for the direct consequences of any failure to perform his obligations under this Sub-Clause 5.a.
- b. Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.
- c. Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message. Any liability of the sending party which would otherwise accrue from its failure to comply with the provisions of this Sub-Clause 5.c. shall not accrue if Sub-Clause 5.d. applies.
- d. Notwithstanding Sub-Clauses 5.a. and 5.c. the sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.
- e. If the receiving party has reason to believe that a Message is not intended for him he shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from his system the information contained in such Message.

**6. Acknowledgement of Receipt of Messages**

- a. Except where the Interchange of Messages takes place solely within DECS, immediately upon receipt of a Message at its receipt computer, the receiving party's receipt computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.
- b. An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.
- c. Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract or in Annex A to this Agreement if applicable or, if no limit is specified, within a reasonable period of time.
- d. Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.
- e. Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.
- f. A Message shall be understood to have been received from the sender:
  - i. if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or

- ii. if transmitted at any other time, at 09.00 on the first business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
- iii. if the Interchange of Messages takes place solely within DECS, at the moment a Message is completed by pressing the submit button if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) or if transmitted at any other time, at 09.00 on the first business day (recipient's time).

#### 7. Storage of Data

- a. Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.
- b. The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.
- c. Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.
- d. Each party shall ensure that:
  - i. it has appointed an identifiable person responsible for the operation and management of that party's data processing system concerned with the interchange of Messages; and
  - ii. the person responsible for the data processing system concerned with the Interchange of Messages, or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

#### 8. Intermediaries

- a. Subject to Clause 15 if either party uses the services of an intermediary to transmit, log, store or process Messages, that party shall be responsible for any acts, failures or omissions by that intermediary in its provision of the said services as though they were his own acts, failures or omissions. The Authority shall be liable as between the Authority and the Contractor for any acts, failures or omissions of DECS in its provision of the services of an intermediary as though they were the acts, failures or omissions of the Authority.
- b. Any party using an intermediary shall ensure that it is a contractual responsibility of the intermediary that no change in the substantive data content of the Messages to be transmitted is made and that such Messages are not disclosed to any unauthorised person.

#### 9. Term and Termination

- a. This Agreement shall take effect as of the date of last signature and shall remain in full force and effect until terminated by either party upon giving one month's notice to the other. Any termination of this Agreement shall not affect contracts that call it up by reference prior to that termination.
- b. Notwithstanding termination for any reason, Clauses 3, 7 and 8 shall survive termination of this Agreement.

- c. Termination of this Agreement shall not affect any action required to complete or implement Messages which are sent prior to such termination.

#### 10. Interruption of Service

- a. The parties acknowledge that service may be interrupted at times during the course of this Agreement. In such circumstances, the parties shall immediately consult each other on the use of alternative forms of communication to be used, including facsimile, telephone or paper. Any alternative forms of communication shall not be controlled by this Agreement.
- b. Applicable only in the absence of a relevant clause in the Contract:
  - i. Subject to Sub-Clause 10. a., a party shall not be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any interruption of service or incident of Force Majeure as described in Sub-Clause 10.b.iii. below, of which he has notified the other party without delay
  - ii. The time for performance of that obligation shall then be extended accordingly. Sub-Clause 10. b. i. shall not operate so as to relieve liability for any matter which is a breach of Clause 3 of this Agreement
  - iii. For the purposes of this Agreement, Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party.

#### 11. Invalidity and Severability

In the event of a conflict between any provision of this Agreement and any law, regulation or decree affecting this Agreement, the provisions of this Agreement so affected shall be regarded as null and void or shall, where practicable, be curtailed and limited to the extent necessary to bring it within the requirements of such law, regulation or decree but otherwise it shall not render null and void other provisions of this Agreement.

#### 12. Notices

The provisions of DEFCON 526 shall apply.

#### 13. Precedence

In the event of any conflict between the terms of this Agreement and the Contract, then the terms of the Contract shall prevail in relation to the substance of the Messages in connection with the Contract.

#### 14. Virus Control

Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

#### 15. Limit of Liability

- a. Each party agrees that, in relation to any claim, or series of connected claims, including claims for negligence but excluding claims resulting from wilful misconduct, arising from any delay or omission or error in the electronic transmission or receipt of any message pursuant to this Agreement, the liability of either party to the other shall be limited to £10,000 (exclusive of VAT), or where the Contract provides otherwise, to such other amount as is specified in the Contract.

- b. For the avoidance of doubt, liability in relation to any claim arising under the Contract shall be determined in accordance with the Contract.
- c. In the event that a delay, omission or error as referred to in Clause 15a occurs, which causes a delay in the performance of an obligation by either party under the Contract, the period for the performance of that obligation by the affected party shall be extended by a period of time equal to the period of any such delay, omission or error.

**16. Entire Agreement**

This Agreement, including Annex A and any documents expressly referred to in this Agreement, represents the entire agreement between the parties and supersedes all other agreements oral or written, and all other communications between the parties relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

**Message Implementation Guidelines (MIGs)**

The current and applicable MIG as approved by the MOD within this agreement is available by telephoning the 'DECS Service Desk' on 0870 241 3569, by fax on 01463 643099 or alternatively by post from:

MIG Information  
C/o DECS Service Desk,  
Capgemini UK Ltd,  
10 Henderson Rd,  
Inverness,  
SCOTLAND IV1 1AU

