



Ministry  
of Defence

Redacted under FOIA  
Section 40, Personal  
Information

Commercial Officer  
Imjin Barracks, Innsworth,  
Gloucester  
GL3 1HW

Your Reference:

Our Reference:

712658450

Contract No: 712658450 National Shipbuilding Capability

As you are aware, the Authority intends to enter into the above contract with you.

1. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
2. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
3. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
4. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
5. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
6. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours Sincerely,

Head Office Commercial

**Between the Secretary of State for  
Defence of the United Kingdom of Great  
Britain and Northern Ireland**

**Team Name and address:**

Head Office Commercial – Business Partner  
4 Delivery Team,  
Redacted under FOIA Section 40,  
Personal Information

**E-mail Address:**

Redacted under FOIA Section 40,  
Personal Information

**And**

**Contractor Name and address:**

HaskoningDHV UK Limited  
Westpoint Peterborough Business Park  
Lynch Wood  
Peterborough  
PE2 6FZ

**E-mail Address:**

Redacted under FOIA Section 40,  
Personal Information

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## Terms and Conditions

### STANDARDISED CONTRACTING TERMS

(Edn 02/22)

#### 1. Definitions - In the Contract:

**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.

**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;

**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;

**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 an 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:
- (4) 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
- (5) 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.

## **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 Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. 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).
- b. 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.
- c. 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 are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
  - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and



shall make them available to the Authority's representatives on request.

- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. 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) Contractor 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 the 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)**

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).

### **13. 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.

### **14. Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Contractor on-boarding) 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 14a, 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 14b 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 14c 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.

### **15. 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 15.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.

## **16. 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 16.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 16.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 Contractor.

## **17. 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 its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 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.

## **18. 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.

## **19. Limitation of Contractor's Liability (as amended)**

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £1m (one million pounds) – the standard SC1B wording of this clause has been amended from £5m (five million pounds) to £1m.
- 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 or wilful misconduct ('negligence' has been deleted from the standard SC1B wording of this clause);
  - (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.
- d. To the maximum extent permitted by law, neither party hereto shall have any liability to the other for any lost revenues, lost profits or anticipated profits, cost of capital, loss of production, loss of product, or any special, indirect, consequential or punitive damages suffered, sustained, paid by the other party hereto or any third party and whether or not foreseeable at the time of entering into this Agreement (this clause 19.d. has been added to the standard wording of clause 19).

## **20 Project Specific Defcons And Defcon Sc Variants That Apply To This Contract:**

### **DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

### **DEFCON 531 (SC1)**

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

### **DEFCON 534**

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

### **DEFCON 537**

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

### **DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

### **DEFCON 566**

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

### **DEFCON 532A (SC1)**

DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

## **General Conditions**

### **Third Party IPR Authorisation**

#### **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL 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.

## Intellectual Property Rights

### DEFCON 703

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

### DEFFORM 177

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

## Ministry of Defence

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

THIS AGREEMENT is made the Eleventh day of December 2024

BETWEEN

HaskoningDHV UK Ltd

whose registered office is at

**Redacted under FOIA Section 43, Commercial interests**

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

WHEREAS:-

1. The Secretary of State has placed with HaskoningDHV UK Limited (hereinafter called "the main contractor") a contract bearing the reference number 703645450 (hereinafter called "the main contract") for the **Redacted under FOIA Section 43, Commercial interests** design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.

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

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

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

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

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

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

**Redacted under FOIA Section 40, Personal Information**

Signed on behalf of **Redacted under FOIA Section 40, Personal Information**  
the Sub-Contractor

**Redacted under FOIA Section 40, Personal Information** – Director Advisory Group First  
Marine International – 11<sup>th</sup> December 2024

Signed on behalf of  
The Secretary of  
State for Defence



## **Payment Terms**

On completion of requirement detailed in Schedule 2 - Schedule of Requirements.

## **21 The special conditions that apply to this Contract are:**

There are no special conditions that apply to this contract.

## **22 The processes that apply to this Contract are:**

There are no processes that apply to this contract.

## **Quality Assurance Conditions**

### **No Specific QMS**

No Specific Quality Management System requirements are defined. This does not relieve the Contractor of providing conforming Products under this Contract.

**Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor**

Contract Number: 712658450

Contract Title: **Redacted under FOIA Section 43, Commercial interests**

Contractor: HaskoningDHV UK Limited

Date of Contract: As Effective Date

\* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied. ☒

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with either:

DEFCON 68 ☐ ; or

Condition 9 of Standardised Contract 1A/B Conditions ☒;

Contractor's Signature: **Redacted under FOIA Section 40, Personal Information**

Name: **Redacted under FOIA Section 40, Personal Information**

Job Title: Director Advisory Group First Marine International

Date: 11<sup>th</sup> December 2024

\* check box (☒) as appropriate

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**To be completed by the Authority**

DMC: N/A

NATO Stock Number: N/A

**Redacted under FOIA Section 40, Personal Information**

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Department of Safety & Environment, Quality and Technology (D S & EQT)  
Spruce 2C, #1260  
MOD Abbey Wood (South)  
Bristol, BS34 8JH


Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

## Offer And Acceptance


### Contract 712658450 for the Provision of a Shipyard Capability and Capacity Model

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

#### For and on behalf of the Contractor:

Name and Title	Redacted under FOIA Section 40, Personal Information
Signature	
Date	11 <sup>th</sup> December 2024

#### For and on behalf of the Secretary of State for Defence:

Name and Title	Redacted under FOIA Section 40, Personal Information
Signature	
Date	11 <sup>th</sup> December 2024

## **SC1B Schedules**

### **Schedule 1 - Additional Definitions Of Contract**

There are no additional Definitions.

## **Schedule 2 – Statement of Requirement**

### **1. PURPOSE**

- 1.1 To understand the capacity and capabilities of the UK shipbuilding sector to aid the delivery of the National Shipbuilding Strategy (NSbS) Refresh and the 30-year shipbuilding pipeline.

### **2. BACKGROUND TO THE AUTHORITY**

### **3. REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTERESTS**

### **4. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

### **5. REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTERESTS THE REQUIREMENT**

**Redacted under FOIA Section 43, Commercial interests**

### **6. CONTINUOUS IMPROVEMENT**

- 6.1 Changes to the way in which the services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.
- 6.2 New risks, issues or potential delays to delivery of key milestones must be brought to the Authority's attention at the earliest opportunity and mitigation or change of action agreed prior to any changes being implemented.

### **7. SUSTAINABILITY**

- 7.1 There are no sustainability considerations for this requirement.

### **8. STAFF AND CUSTOMER SERVICE**

- 8.1 Potential Provider's staff assigned to the Contract shall have the relevant subject matter expertise and/or qualification(s) to deliver the Contract.
- 8.2 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent and timely customer service to the Authority throughout the duration of the Contract.
- 8.3 The Potential Provider shall ensure that provision is made for remote working to ensure delivery of the Contract in compliance with Government direction regarding the COVID-19 situation. The provider shall ensure its staff are equipped and trained to carry out this remote working using technology and services which are compatible with those of the Authority.
- 8.4 In accordance with the United Kingdom's tax avoidance legislation an IR35 assessment has been conducted. It is confirmed that the intermediaries' legislation applies to this engagement. The means that anyone that is engaged on this arrangement must be placed on the Potential Provider's payroll so that Income Tax and National Insurance contributions can be deducted at source.

### **9. SECURITY REQUIREMENTS**

- 9.1 The Cyber Risk Profile is 'Not Applicable' for this commission

## **10. INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 10.1 The Potential Provider will be responsible for complying with intellectual property rights (IPR), outlined in DEFCON 703 and DEFCON 705 (see attached).
- 10.2 The Potential Provider will have access to third party data and shall be responsible for complying with all IPR rights agreed between the MOD and any third party.

## **11. PAYMENT**

- 11.1 Invoices will be submitted on CP&F in accordance with the purchase requisition that has been raised. The invoice will only contain the information that is requested by the requisition.
- 11.2 There will be an ongoing requirement for the project sponsor area to use CP&F.

## **12. BASE LOCATION**

- 12.1 The Potential Provider will be based on their own premises and not an MOD site.
- 12.2 The MOD will not provide any hardware or software for the potential provider.

## **13. PRICE**

- 13.1 The limit of liability for this call-off contract is £200,000.00 (Ex VAT). Payment will be made based on the acceptance and completion of the below tasking forms.



Ministry  
of Defence

## Appendix 1

### Tasking Order Form

You have been assigned to carry out Work under Tasking Order No: [     ]. The requirements of this tasking are detailed below:

This tasking will be completed in line with the Terms and Conditions set out in the contract 712658450 between HMG Ministry of Defence and HaskoningDHV UK Limited.

Requirement:



## **EXAMPLE CAPABILITY AND CAPACITY (C&C) MODEL SUPPORT CONTRACT PACKAGES**

1. The following items represent an indicative and non-exhaustive list of potential packages of work that could be undertaken through this C&C Model Support Contract.
2. Given the framework for this agreement is a call-off contract, the authority is not expecting each and every item in the below list to be delivered, these are solely examples of work that could be undertaken, and to provide a broad framework of understanding for work that could take place under this agreement.
3. Time estimates may fluctuate depending on complexity and assume review of data provided by NSO. Producing new data for each item would result in the time estimates increasing, as would an increased complexity of task.
4. The NSO may, on consultation with FMI and RHDHV, commission work outside of the below items but related to the upkeep, maintenance and improvement of the NSO's Capability & Capacity Model. Work content estimates and time completion estimates will be agreed prior to work commencing.

**Redacted under FOIA Section 43, Commercial interests**



### Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract [insert date contract signed by both parties]: 11.12.2024</p> <p>The Contract expiry date shall be: 31.03.2025</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: G18, Innsworth House, Imjin Bks, Innsworth, Gloucester, GL3 1HW</p> <p>Contractor: Westpoint Peterborough Business Park, Lynch Wood, Peterborough, England, PE2 6FZ</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 0 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>N/A</p>

<p><b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b></p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DESTech-QSEPEnv-HSISMulti@mod.gov.uk">DESTech-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>Hazel Building Level 1, #H019</p> <p>MOD Abbey Wood (North)</p> <p>Bristol, BS34 8QW</p> <p>DESTech-QSEPEnv-HSISMulti (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p><b>Clause 10 – Delivery/Collection</b></p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor - Yes</p> <p>Special Instructions:</p>

	<p>N/A</p> <p>Collected by the Authority - No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>N/A</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p> <p>N/A</p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings: Meetings organised on a task-by-task basis.</p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: If applicable to be advised by the Authority</p> <p>Frequency: If applicable to be advised by the Authority</p> <p>Method of Delivery: If applicable to be advised by the Authority</p> <p>Delivery Address: If applicable to be advised by the Authority</p>

#### **Schedule 4 - Contractor's Sensitive Information Form (I.A.W. 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.

Contract No: 712658450
Description of Contractor's Sensitive Information: <b>Redacted under FOIA Section 43, Commercial interests</b>
Cross Reference(s) to location of Sensitive Information: <b>Redacted under FOIA Section 43, Commercial interests</b>
Explanation of Sensitivity: <b>Redacted under FOIA Section 43, Commercial interests</b> <b>Redacted under FOIA Section 43, Commercial interests</b>
Period of Confidence (if applicable): 25 years from contract completion
Contact Details for Transparency / Freedom of Information matters: <b>Redacted under FOIA Section 43, Commercial interests</b>

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: Redacted under FOIA Section 43, Commercial interests

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

Name: Redacted under FOIA Section 43, Commercial interests

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

N/A

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

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

(b) U.I.N. D2405A

#### 5. Drawings/Specifications are available from N/A

#### 6. Intentionally Blank

#### 7. Quality Assurance Representative: N/A

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

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

#### 8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

☎☎ 44 (0) 161 233 5394

#### 9. Consignment Instructions The items are to be consigned as follows: 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](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

**11. The Invoice Paying Authority**

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

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

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

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.