



DE&S

Contract Number:

JSENS/00194
(713151451)

Description:

Giraffe Agile-Multi Beam Radar (G-AMB) CLS Support Contract April 2025 to March 2028

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1. SCHEDULE OF REQUIREMENTS

Name and Address of Contractor SAAB AB (Publ)	MINISTRY OF DEFENCE	Contract No JSENS/00194
	Schedule of Requirements for Giraffe Agile-Multi Beam Radar (G-AMB) CLS Support Contract April 2025 to March 2029	
Issued With DEFFORM 8	29th April 2025	Previous Contract No JSENS/00114 JSENS/00125 JSENS/00131 JSENS/00198

1.1 Schedule of Requirements

Item Number	Description	Notes to Supplier	Delivery	Prices in Swedish Krona (SEK) (ex-VAT)	Prices converted to GBP at provided by SAAB 22/05/2025
1	Provision of Contractor Logistic Support (CLS) to support the GIRAFFE Multi Beam (G-AMB) systems (quantity ten) in accordance with Annex A – Statement of Work	Firm Price	29 th April 2025 – 31 st March 2028		
2	Provision of lease of two (2) sets and maintain 3 (includes MoD owned set) of Special Tools and Test Equipment (STTE) in accordance with Annex A – Statement of Work	Firm Price	29 th April 2025 – 31 st March 2028		
3	Provision of 5 x one-year Emulator License – G-AMB Mod C 'medium to high fidelity' Emulators	Firm Price	1 st April 2025 – 31 st March 2026		
4	Provision of 5 x one-year Emulator License – G-AMB Mod C 'low fidelity' Emulators	Firm Price	1 st April 2025 – 31 st March 2026		
5	Post Design Services and Adhoc Taskings on a task by task basis in accordance with Annex F	Tasks to be priced in accordance with Tasking Procedure at Annex F			
TOTAL PRICE OF SOR 1-5 (SEK)					
TOTAL PRICE OF SOR 1-5 (GBP)					

1.2 Options

Saab will convert SEK to GBP immediately prior to exercising the option by providing the Authority with the forward exchange rate at that date.

Item Number	Description	Notes	Delivery	Prices in Swedish Krona (SEK)(ex-VAT)
O-1.1	Provision of Operator Train the Trainer Refresher Course in accordance with Annex A – Statement of Work Section 7.1			
O-1.2	Provision of Operator Train the Trainer Refresher Course in accordance with Annex A – Statement of Work Section 7.1			
O-2.1	Provision of a G-AMB Maintainer Training (Technical) for up to 8 students in accordance with Annex A – Statement of Work Section 7.2			
O-2.2	Provision of a G-AMB Maintainer Training (Technical) for up to 8 students in accordance with Annex A – Statement of Work Section 7.2			
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O-4.1	Provision of lease for one year of ERES Software Tool including Training and Data Analysis in accordance with Annex A – Statement of Work Section 7.4			
O-4.2	Provision of lease for one year of ERES Software Tool including Training and Data Analysis in accordance with Annex A – Statement of Work Section 7.4			
O-5.1.1	Provision of a Subject Matter Expert (SME) for one week in accordance with Annex A – Statement of Work Section 7.5			

O-5.1.2	Provision of a Subject Matter Expert (SME) for one week in accordance with Annex A – Statement of Work Section 7.5			
O-5.2.1	Provision of a Subject Matter Expert (SME) for two weeks in accordance with Annex A – Statement of Work Section 7.5			
O-5.2.2	Provision of a Subject Matter Expert (SME) for two weeks in accordance with Annex A – Statement of Work Section 7.5			
O-5.3.1	Provision of a Subject Matter Expert (SME) for four weeks in accordance with Annex A – Statement of Work Section 7.5			
O-5.3.2	Provision of a Subject Matter Expert (SME) for four weeks in accordance with Annex A – Statement of Work Section 7.5			
O-6.1	One-way G-AMB Transportation between UK and Sweden in accordance with Annex A – Statement of Work Section 7.6			
O-6.2	One-way G-AMB Transportation between UK and Sweden in accordance with Annex A – Statement of Work Section 7.6			
O-7.1.1	European Training/Exercise Support for one week – Enhanced CLS support for Training Exercises within Europe in accordance with Annex A – Statement of Work Section 7.7			
O-7.1.2	European Training/Exercise Support for one week – Enhanced CLS support for Training Exercises within Europe in accordance with Annex A – Statement of Work Section 7.7			
O-7.2.1	European Training/Exercise Support for two weeks – Enhanced CLS support for Training Exercises within Europe in accordance with Annex A – Statement of Work Section 7.7			

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O-7.3.1	European Training/Exercise Support for four weeks – Enhanced CLS support for Training Exercises within Europe in accordance with Annex A – Statement of Work Section 7.7			
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O-8.1.2	Deployable Spares Pack for one week in accordance with Annex A – Statement of Work Section 7.8. ¹			
O-8.2.1	Deployable Spares Pack for two weeks in accordance with Annex A – Statement of Work Section 7.8 ¹			
O-8.2.2	Deployable Spares Pack for two weeks in accordance with Annex A – Statement of Work Section 7.8 ¹			
O-8.3.1	Deployable Spares Pack for four weeks in accordance with Annex A – Statement of Work Section 7.8. ¹			
O-8.3.2	Deployable Spares Pack for four weeks in accordance with Annex A – Statement of Work Section 7.8. ¹			
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O-11.2.2	Enhanced CLS (Low Profile) in accordance with Annex A – Statement of Work Section 7.12			
O-11.2.1	Enhanced CLS (Medium Profile) in accordance with Annex A – Statement of Work Section 7.13			
O-11.2.2	Enhanced CLS (Medium Profile) in accordance with Annex A – Statement of Work Section 7.13			
O-11.3.1	Enhanced CLS (High Profile) in accordance with Annex A – Statement of Work Section 7.14			
O-11.3.2	Enhanced CLS (High Profile) in accordance with Annex A – Statement of Work Section 7.14			
O-12.1.1	Provision of 5 x one-year Emulator License – G-AMB Mod C 'medium to high fidelity' Emulators 1 st April 2026 – 31 st March 2027			
O-12.1.2	Provision of 5 x one-year Emulator License – G-AMB Mod C 'medium to high fidelity' Emulators 1 st April 2027 – 31 st March 2028			

O-13.1.1	Provision of 5 x one-year Emulator License – G-AMB Mod C 'low fidelity' Emulators 1 st April 2026 – 31 st March 2027			
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O-14.1.2	Provision of one-year Emulator License – G-AMB Mod C 'low fidelity' Emulators			
O-14.2.1	Provision of one-year Emulator License – G-AMB Mod C 'medium to high fidelity' Emulators ²			
O-14.2.2	Provision of one-year Emulator License – G-AMB Mod C 'medium to high fidelity' Emulators ²			
O-15.1	One quantity G-AMB Antenna Radome Repair/Replacement			
O-15.2	One quantity G-AMB Antenna Radome Repair/Replacement			
O-16.1	Additional 1050 operational hours in accordance with Annex A – Statement of Work Section 7.10 ¹			
O-16.2	Additional 1050 operational hours in accordance with Annex A – Statement of Work Section 7.10 ¹			
O-17	Provision of Contractor Logistic Support (CLS) to support the GIRAFFE Multi Beam (G-AMB) systems (quantity ten) in			1 ST April 2028 – 31 st Mar 2029

	accordance with Annex A – Statement of Work.			
O-18	Provision of lease from of two (2) sets and maintain 3 (includes MoD owned set) of Special Tools and Test Equipment (STTE) in accordance with Annex A – Statement of Work.		1 ST April 2028 – 31 st Mar 2029	

2. GENERAL CONDITIONS

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

DEFCON 503 (Edn.06/22) – Formal Amendments to Contracts

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

DEFCON 516 (Edn.04/12) – Equality

DEFCON 518 (Edn.02/17) – Transfer

DEFCON 520 (Edn.10/23) – Corrupt Gifts and Payments of Commission

DEFCON 526 (Edn.08/02) – Notices

DEFCON 527 (Edn.09/97) – Waiver

DEFCON 528 (Edn 10/24) – Import and Export Licences

NOTE 1: For the purpose of this DEFCON, license to import to or export from the UK shall be the responsibility of the Authority since the Contractor is a non-UK contractor.

NOTE 2: For the purpose of sub-clause 4 a - c, the application will be subject to Swedish procedures and format. In case of inconsistency with applicable export control regulation, the regulation will always prevail this DEFCON

NOTE 3: For the purpose of Sub-clause 6, the responsibility for any application to re-export or re-transfer Material should be the responsibility of the Authority. If requested by the Authority, the Contractor may support the Authority's application to the Swedish Export Control Authority.

NOTE 4: For the purpose of sub-clause 14, the notice periods have been agreed in writing to 20 business days

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

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

NOTE 1: Either Party shall notify the other, to the disclosure of information for the purposes stated under this DEFCON. Notification shall include but not be limited to; the Third Parties to which the information is being disclosed, the purpose of its release and any redaction undertaken.

DEFCON 532B (Edn.12/22) – Protection of Personal Data

NOTE: Personal Data categories processed by the Contractor under this Contract will be limited to name and email address of the Authority's representatives attending Training Courses.

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

DEFCON 538 (Edn.06/02) – Severability

DEFCON 539 (Edn.01/22) – Transparency

DEFCON 565 (Edn.12/24) – Supply Chain Resilience and Risk Awareness

NOTE: For clarity, the definition of Sub-contractor shall have the meaning of Sub-Contractor in Condition 2.1

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

OFFICIAL-SENSITIVE COMMERCIAL

DEFCON 566 (Edn.04/24) – Change of Control of Contractor

NOTE: For clarity, the definition of Sub-contractor shall have the meaning of Sub-Contractor in Condition 2.1

DEFCON 606 (Edn.07/21) – Change and Configuration Control Procedure

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

NOTE 1: the time frame given to respond to any change request shall be agreed by the Parties, with the nature of the scope of the change requested, taken into consideration.

NOTE 2: the Contractor shall not be obliged to perform any changes until a formal Contract Amendment has been offered by the Authority in accordance with DEFCON 503 (Edn.06/22) and the Contractor has returned the required DEFFORM 10B as an unqualified acceptance of the Authority's offer.

NOTE 3: Changes to Contract conditions or prerequisites for the Contract shall be mutually agreed

NOTE 4: Where a Contractor Change Proposal relates to a Change in Law, contrary to paragraph 12 of DEFCON 620 (06/22), the Authority shall be obliged to give reasons for its rejection. The Contractor may then, at its sole discretion, choose to submit a revised change proposal subject to the provisions of paragraph 12 of DEFCON 620. If an agreement cannot be reached, either Party may at its sole discretion, choose to address the matter as laid out in DEFCON 530 (12/14).

DEFCON 646 (Edn.10/98) – Law and Jurisdiction (Foreign Suppliers)

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

NOTE: For the purposes of this DEFCON, the periods of notice under clause 1 and 6b shall be 2 months and 1 month respectively

DEFCON 658 (Edn.10/22) – Cyber

NOTE 1: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in DEFSTAN 05-138

NOTE 2: For the purpose of this Contract, the definition of DEFSTAN 05-138 means Defence Standard 05-138 Issue 3 (Date: 28 June 2021).

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

DEFCON 697 (Edn.11/22) – Contractors on Deployed Operations (CONDO)

NOTE: This DEFCON shall apply subject to mutually agreed conditions via the TAF process on a case by case basis

2.1 Definitions

2.1.1 In addition to those definitions detailed in DEFCON 501 (Edn.10/21) and other DEFCONs as applicable, for the purposes of this Contract:

“Authority's Commercial Branch” means the organisation in which the point of contact detailed in box 1 of DEFFORM 111 is managed.

OFFICIAL-SENSITIVE COMMERCIAL

"Authority's Personnel" means any officer, agent, contractor or employee of the Authority or member of the armed forces acting in the course of his office, contract or employment (as applicable) but excluding in each case the Contractor and any Contractor Personnel.

"Change in Law" means the coming into effect after the Effective Date of Contract of any legislation, other than any legislation which on the Effective Date of Contract has been published; bill; changes in rates of tax (including employers national insurance); or other binding legislation; regulation; or similar; as well as any applicable judgment of a relevant court of law, which changes a binding precedent; and where at the date of Tender for the Contract, the Contractor ought not have been reasonably aware of such change coming in to effect.

"Clause" means any individual term within this Contract.

"Condition" means any individual / group of clauses within this Contract.

"Contract" means this document JSSENS/00194 and the associated Annexes.

"Contract Amendment" means a formal change to the Contract, in accordance with DEFCON 503 (Edn.06/22).

"Contractor's Personnel" shall include all employees of the Contractor and Sub-Contractors to the Contractor who are directly or indirectly involved in the delivery of the Contract, or support thereof.

"Government Furnished Assets" or "GFA" means any item in the GFA list at Annex E provided by the Authority to the Contractor in support of this Contract, including Government Furnished Equipment/Resources/Facilities/Information (GFE/GFR/GFF/GFI).

"Option" means anything outside of the initial scope, but detailed within this Contract at Condition 1.2, which may or may not be added to the Contract scope.

"Parties" means both the Authority and the Contractor in relation to this Contract.

"Party" means either the Authority or the Contractor.

"Quality Assurance Representative" refers to the Authority specified in Box 7 of DEFFORM 111.

"Sub-Contract/Sub-Contractor" for the purposes of this Contract shall mean the following; a Sub-Contract/Sub-Contractor is identified as being directly contracted for the purpose of fulfilling a specific requirement solely for this Contract; has been placed on a single source basis; and has a Contract value of £25M or over (ex VAT).

"Third Party" means any individual or group of individuals who is/are not a party to the Contract.

2.2 Period of Contract

- 2.2.1 All work under this Contract shall commence 29th April 2025 and, unless otherwise terminated in accordance with the provision of this Contract or otherwise lawfully terminated, be completed by 31 March 2028. If Option Year is exercised, then completion date will be 31st March 2029.
- 2.2.2 Where a task is authorised in accordance with Annex F and Condition 4.2 during the period of Contract, but completion of the task will be outside this period, then the task will be fulfilled in accordance with the terms and conditions and procedures of this Contract and by the date specified in the tasking form.

2.3 Entire Agreement

- 2.3.1 This Contract constitutes the entire agreement between the Parties relating to the subject matter of this Contract. This Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any

fraudulent misrepresentation. This Contract is without prejudice to any other agreement between the Contractor and the Authority.

2.4 Responsibility of the Contractor

2.4.1 The Contractor's responsibilities under this Contract shall in respect of Clause 2.4.1 include, but not be limited to:

- 2.4.1.1 carrying out all activities and producing the deliverables, as described in the SoW at Annex A to this Contract, and/or as defined by an approved task, to meet the Authority's requirement, in accordance with the Conditions of this Contract;
- 2.4.1.2 planning, programming and progressing of the work, including preparation and delivery of appropriate documentation;

2.5 Precedence

2.5.1 If there is any inconsistency between the provisions of the main body of this Contract and the Annexes, or between any of the Annexes, the conflict shall be resolved according to the following descending order of priority:

- 2.5.1.1 Contract Schedule of Requirements (SOR) – Contract Condition 1;
- 2.5.1.2 Contract Narrative Conditions;
- 2.5.2.3 Contract DEFCONs;
- 2.5.2.4 Annex A – Statement of Work (SoW);
- 2.5.2.5 Annex D – Milestone Payment Plan;
- 2.5.2.6 All other Contract Annexes.

2.5.2 If either Party becomes aware of inconsistency between the provisions of the main body of this Contract and the Annexes, or between any of the Annexes such Party shall notify the other Party forthwith and the Parties shall resolve the conflict caused by that inconsistency on the basis of the order of precedence set out in Clause 2.5.1. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter shall be referred to dispute resolution in accordance with DEFCON 530.

2.6 Sub-Contracts

2.6.1 The Contractor shall ensure that the Authority's Commercial Branch is notified at the earliest opportunity of all potential Sub-Contracts to be placed by the Contractor in the execution of this Contract.

2.6.2 The Contractor shall include in any Sub-Contract the same conditions as are included in the Contract, modified if necessary so as to apply to the Sub-Contractor.

2.6.3 The Contractor shall provide the Authority's Commercial Branch with a copy of any Sub-Contract, if so requested.

2.6.4 The Contractor shall be responsible for the award, administration and performance of all Sub-Contracts in such a manner to ensure that the delivery and performance requirements of the Contract are met. The Authority shall not be responsible for any inconsistencies, incompatibilities or omissions in the Contractor's agreements with its Sub-Contractors.

2.7 Contractor's Personnel

2.7.1 The Contractor shall procure that:

- 2.7.1.1 sufficient staff (including all relevant grades of supervisory staff) with the requisite level of skill and experience to this Contract. This obligation shall include ensuring that there are sufficient staff to cover periods of holiday, sickness, other absences and anticipated and actual peaks in demand throughout the duration of this Contract; and
- 2.7.1.2 all Contractor Personnel receive such training and supervision as is necessary to ensure the proper performance of this Contract in accordance with the provisions herein.

2.8 Security Measures (with SAL)

- 2.8.1 For the purposes of Appendix 2 to Annex C Sweden- Contract Security Clause, the secret matter of the Contract is defined in the Authority's Security Aspects Letter (SAL) (ref 20250312-JSENS-00194-SAL-OSC) at Annex C to this Contract. Changes in these classifications will be notified by the Authority's Commercial Representative to whom enquiries about the SAL should be addressed.

2.9 Security Vetting of Contractor's Personnel and Places of Work

- 2.9.1 Where it is a statutory requirement that any Contractor's Personnel be of a required clearance level before undertaking particular work as specified in the SAL(s) at Annex C to this Contract, the Contractor will need to ensure the validity of the clearance throughout the term of employment.
- 2.9.2 The Contractor shall ensure that all personnel are made aware of and comply with all the appropriate security measures, as directed by the Contract and the security policy, and with the security regulations pertaining to all work and documents relating to the project and the environments where the Contractor's activities may be undertaken.
- 2.9.3 The facilities in which the Contractor shall store/handle classified material in relation to this Contract shall be, and shall remain for the duration of the Contract, suitable for handling the information in accordance with the security requirements as defined in the SoW at Annex A and in the SAL(s) at Annex C to this Contract. The Contractor shall include in any relevant Sub-Contracts the provision, that should the Sub-Contractor intend to store/handle classified material in relation to the Contract, its facilities shall also be and remain for the duration of the Contract, suitable for handling the information in accordance with the security requirements as defined in the SoW at Annex A and in the SAL(s) at Annex C to this Contract.

2.10 Publicity

- 2.10.1 The Contractor shall note that no publicity or communication with representatives of press, television, radio or other media, unless otherwise agreed in writing by the Authority's Commercial Branch, shall be permitted on any aspects of this Contract. The Contractor shall not release any information publicly relating it, any employees, or Sub-Contractors to this Contract without the prior written approval of the Authority's Commercial Branch.
- 2.10.2 This Condition is to be flowed down to all Sub-Contractors.
- 2.10.3 Any failure to comply with the obligations under this Condition 2.9 shall be treated as a breach of contract potentially leading to termination or deductions equivalent to the damage resulting from any disclosure.
- 2.10.4 For the purposes of this Contract, the Authority notes SAAB's legal obligation as a 'Public Limited' company to publish high level information regarding large orders placed. In this instance the Authority will not unreasonably withhold release of information, subject to it having been reviewed and approved by the Authority's public relations department, prior to its release.

2.11 Future Work

- 2.11.1 Nothing in this Contract shall be interpreted as an undertaking by the Authority to place any other contract with the Contractor or to authorise the Contractor to carry out any further work in connection with the work carried out under this Contract.

2.12 Continuing Obligations

2.12.1 Save as otherwise expressly provided in this Contract or as already taken into account in the calculation of any payment on termination pursuant to this Contract, termination/expiry of this Contract shall be without prejudice to any accrued rights or obligations under this Contract prior to termination/expiry; and

2.12.2 termination/expiry of this Contract shall not affect the continuing rights and obligations of the Contractor and the Authority under:

2.12.2.1 Condition 2.9, Security Vetting of Contractor's Personnel and Places of Work;

2.12.2.2 Contract Security Clause at Appendix 2 to Annex C;

2.12.2.3 Condition 5, Intellectual Property Rights, to an extent not affected by a termination;

2.12.2.4 Condition 2.15, **Disclosure of Information**;

2.12.2.5 Condition 2.16, Controlled Information;

2.12.2.6 DEFCON 530 (Edn.12/14), Dispute Resolution;

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

2.13 Safety

2.13.1 The Contractor shall be responsible for the observance by itself, its employees, agents and Sub-Contractors of all safety precautions necessary for the protection of its employees, agents, Sub-Contractors and any other persons, including all precautions to be taken under statutory provisions or any other directions of any local or other authority having the force of law. The Contractor shall co-operate fully with the Authority to ensure the proper discharge of these duties.

2.14 Export Control

2.14.1 The Contractor shall be solely responsible for applying for all applicable export licenses in a timely manner to ensure the Contractor will meet the delivery dates stated in the SOR. The Contractor shall keep the Authority informed of any regulatory changes affecting the deliverables under this Contract and any consequent changes in the obligations of the Authority.

2.14.2 The Authority acknowledges that the deliverables under Contract are subject to Swedish and foreign export control regulations and delivery is subject to timely Authority signature of End Use Certificates or statements as appropriate confirming compliance with such regulations.

2.14.3 The Parties acknowledge that SOR items are subject to Swedish export approvals and FMV (Swedish secret information) approval as applicable. Upon learning the outcome of its export application to the Swedish export authority, and the outcome of FMV approval as required, the Contractor shall immediately notify the Authority accordingly. For avoidance of doubt, any non-approval shall not be deemed as a default by the Contractor.

2.14.4 In the event that the decision of the Swedish export authority or FMV impacts the Contractor's ability to deliver relevant SOR Items as defined by the SOR to this Contract, the Parties shall meet within 10 business days of notice being provided to the Authority, to revise the scope of these items to enable the Contractor to deliver what is practicably achievable without contravening any export restrictions, or restrictions by FMV, placed upon it.

2.14.5 The Parties shall agree an amendment to the Contract price to reflect the revised items which shall be incorporated into this Contract by formal Contract Amendment in accordance with DEFCON 503 (Edn 06/22), not to be unreasonably delayed by either Party.

2.15 Disclosure of Information

- 2.15.1 In addition to the provisions of DEFCON 531 (Edn.09/21), the Parties shall take every precaution to ensure that information arising from, or connected with, the Contract, is divulged only to the minimum number of employees, and then only to the extent essential to each person's action in carrying out the Contract.

2.16 Controlled Information

- 2.16.1 This Condition shall apply in addition to and notwithstanding DEFCON 531 (Edn.09/21) or any other confidentiality Condition of the Contract.
- 2.16.2 For the avoidance of doubt all third party proprietary information providing performance of its proprietary product(s), shall be considered to bear the legend "Controlled Information".
- 2.16.3 For the purposes of this Condition "Controlled Information" shall mean any confidential information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend "Controlled Information" or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.
- 2.16.4 The Contractor shall:
- 2.16.4.1 hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;
 - 2.16.4.2 not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;
 - 2.16.4.3 not disclose the Controlled Information to any Third Party unless so authorised in writing beforehand by the Authority;
 - 2.16.4.4 Protect the Controlled Information diligently against unauthorised access and against loss; and
- Act diligently to ensure that:
- i. Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;
 - ii. employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition 2.16.
- 2.16.5 Where Controlled Information is provided to the Contractor, it shall:
- 2.16.5.1 compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
 - 2.16.5.2 maintain this register for the duration of the Contract and for two years following completion of the Contract;
 - 2.16.5.3 make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and
 - 2.16.5.4 at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.
- 2.16.6 This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

- 2.16.6.1 that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties.

that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;

- 2.16.6.2 that the information concerned was lawfully provided by a Third Party without restriction on use or further disclosure; or

- 2.16.6.3 from its records, that the information was derived independently of the Controlled Information;

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

- 2.16.7 Should the Authority require an audit of the Contractor's compliance of the provisions under Condition 2.16.5, then such audit shall be conducted by the Swedish Defence Materiel Administration (FMV) on behalf of the Authority.

3. SPECIFICATIONS, PLANS ETC

DEFCON 68 (Edn.10/22) – Supply of Hazard Data for Articles, Materials and Substances

NOTE 1: Only applicable in case of future Contract Amendments for supply of goods where applicable.

NOTE 2: For the purpose of this DEFCON, the Contractor's compliance with EU laws and regulations instead of UK legislation will be accepted.

DEFCON 117 (Edn 09/ 24) – Supply of Information for NATO Codification Purposes

DEFCON 129 (Edn.02/22) – Packaging (For Articles Other Than Munitions)

NOTE: For the purpose of this Contract, Packaging shall be Commercial Packing for military use as described in Def Stan 81-041 (Part 1) in accordance with the Contractors Packaging, Handling, Storing & Transportation Plan

DEFCON 129J (Edn.18/11/16) – The Use of the Electronic Business Delivery Form

DEFCON 602B (Edn.12/06) – Quality Assurance (without Quality Plan)

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

DEFCON 624 (Edn.08/22) – Use of Asbestos

NOTE 1: Only applicable for future Contract Amendments for supply of goods.

NOTE 2: For the purpose of this DEFCON, the Contractor's compliance with EU laws and regulations instead of UK legislation will be accepted

DEFCON 627 (Edn.04/24) – Requirement for a Certificate of Conformity

NOTE: Only applicable for future Contract Amendments for supply of goods

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

NOTE: Only applicable for future Contract Amendments for supply of goods

DEFCON 644 (Edn 10/24) – Marking of Articles

NOTE: Only applicable for future Contract Amendments for supply of goods

3.1 Commercial Risk

3.1.1 The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

3.1.1.1 particular risks and their impact; or

3.1.1.2 risk reduction measures, contingency plans and remedial actions

shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the

extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

3.2 Quality Assurance

- 3.2.1 In addition to those standards and regulations provided for elsewhere in this Contract the Contractor shall comply with the following quality standards in the performance of its obligations under this Contract.
- 3.2.2 For the purposes of this Contract; AQAP 2110 Edition D entitled "NATO Quality Assurance Requirement for Design, Development and Production", Defence Standard 05-61 Part 1 (Concessions) Issue 4 and Defence Standard 05-135 Issue 1 Avoidance of Counterfeit Material shall apply.
- 3.2.3 A CoC shall be provided in accordance with DEFCON627 (Edn. 04/24) (Quality Assurance – Requirement for a Certificate of Conformity).
- 3.2.4 The Contractor shall hold and maintain an appropriate third-party certification as awarded by a UK accredited certification, such as, ISO 9001 or equivalent. The resultant quality management system shall have appropriate scope for the work being undertaken.
- 3.2.5 Def Stan 05-61 Pt 4: "A Contractor Working Party (CWP) is comprised of one or more Contractor's representatives contracted to undertake specific tasks at a MOD establishment, facility or at locations external to the Contractor's premises. CWP activities are typically concerned with installation, repairs, modifications, and the provision of services."
- 3.2.6 Quality Assurance Representative: All reference to the Quality Assurance Representative (QAR) in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.
- 3.2.7 For the purposes of this Condition, Sub-Contract/Sub-Contractor shall be in accordance with the definition at Condition 2.1.

3.3 Obsolescence Management

- 3.3.1 Obsolescence Management shall be in accordance with the Contractor's Obsolescence Management Plan as required in Section 6.3.13 of the Statement of Work at Annex A to this Contract.

3.4 Configuration Control

- 3.4.1 Configuration Management shall be in accordance with the Contractor's Configuration and Data Management Plan as required in Section 6.3.6 of the Statement of Work at Annex A to this Contract.

3.5 Independent Safety Advisor

- 3.5.1 The Contractor shall provide access to records, for contract purposes, to enable the MOD appointed Independent Safety Advisor (ISA) to carry out safety audits and other assessment activities to meet MOD safety requirements.

3.6 Tasking

- 3.6.1 Post Design Services (PDS) and Ad-hoc Tasks will be agreed in accordance with the procedure at Annex F to this Contract.

3.7 Disposal

- 3.7.1 Disposal of equipment shall be in accordance with Section 6.3.14 of the Statement of Work at Annex A to this Contract.

4. PRICE

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

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

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

DEFCON 803 (Edn.04/21) – QDC: Disapplication of Protection against Excessive Profits or Losses (PEPL)

NOTE: For the purposes of this Contract, DEFCON 803 shall apply to the Spare Parts Pool element and the Software Licences fee element of the Contract only.

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

NOTE: Prior to the disclosure of information stated under Clause 1 of this DEFCON the party making the disclosure shall notify the other party. Notification shall include, but will not be limited to, the third parties to which the information is being disclosed, the purpose of its release and any redaction undertaken.

4.1 Price

- 4.1.1 Firm Prices have been agreed in advance SOR 1.1 Items 1-4 and SOR 1.2 Items O.x-O.x calculated using as in the QDC workbook DB2.1 Allowable Costs Breakdown Tab.
- 4.1.2 All work to be undertaken under Item 5 of SOR 1.1 shall be tasked in accordance with the procedures detailed at Annex F. The pricing of tasks under Support Requirements Line Item 5 of the SOR 1.1 shall be Firm Priced in SEK in accordance with the procedures detailed at Annex F, and converted to GBP at an exchange rate agreed prior to commencement of the task. The Authority shall not be liable for any costs associated with work undertaken under Item 6 SOR 1.1 which has not been tasked in accordance with Annex F.
- 4.1.3 Firm Prices have been agreed for the licence fees as in SOR 1.1 Item 3 & 4.

4.2 Travel and Subsistence

- 4.2.1 For travel and subsistence costs applicable to tasks under item 3 of the SOR, the following shall apply:
 - 4.2.1.1 The Authority shall require evidence of all travel and subsistence incurred in the performance of all tasks, this shall be paid on completion of the task.
 - 4.2.1.2 For Air, Sea and Rail travel, if possible the Contractor shall use any benefits obtained as a direct consequence of the Contractor's performance under the Contract (e.g. Air Miles) to offset the costs of further travel required in performance of items placed under the Contract.

4.3 Options

- 4.3.1 In addition to and in consideration of the items identified in SOR Condition 1.1 the Contractor hereby grants to the Authority the irrevocable option to purchase the items set out in SOR Condition 1.2, jointly or individually in accordance with the Conditions set out in this clause. In the event that the Authority chooses to invoke these option(s) they shall be incorporated into the Contract by formal Contract Amendment in accordance with DEFCON 503 (Edn.06/22).
- 4.3.2 The Authority shall have the right to exercise the Options detailed herein by the dates specified.
- 4.3.3 Options O-1.1 to O-18 (inclusive) shall be valid until 31/03/2029, or until stated "latest performance date", whichever is earlier. The Authority shall notify the Contractor no later than 60 Business Days prior to the take up of the Option with delivery times in accordance with SoR.

- 4.3.4 The Options will not be covered under the Contract unless taken up in accordance with Clause 4.3.1 above. There will be no obligation on the Authority to take up any of the Options.

4.4 Contract Profit Rate

- 4.4.1 The Contract Profit Rate for all line items shall apply for the duration of the Contract shall be



4.5 GBAD Program

- 4.5.1 The Contractor shall not have any liability for damages or other financial consequences incurred by the Authority as a result of claims from third parties including but not limited to claims from parties ("Third Parties") with whom the Authority has shared information and/or data produced and/or provided by the Contractor under this Contract. Nor shall Contractor have any liability under the Contracts (Rights of Third Parties) Act 1999 towards such Third Parties or any other third parties.

5. INTELLECTUAL PROPERTY RIGHTS

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

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

DEFCON 90 (Edn.06/21) – Copyright

NOTE: Disclosure of Information is subject to clause 2.14 Export Control

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

5.1 Software Licencing

- 5.1.1 All software delivered under Line Items 1,3 and 4 in the Contract shall be supplied under the terms of The Head Agreement for Licence Terms for Commercial Software, at Annex N and attachments to this Contract (DEFFORM 701, Edn (04/06) dated 12TH April 2019 between the Parties, and associated schedule reference JSENS/00194 at Annex N to this Contract.
- 5.1.2 The Authority confirms that they have no intention of making any referral of the licence fees to the Single Source Regulations Office (SSRO) as per letter at Annex R . The licence fee cost will be reported as a firm fee as estimated.
- 5.1.3 As per SSPS letter at Annex R, the total cost of Software Licences at SoR 1.1, Line 3 and 4 shall be no more than 5% of the estimated total contract price, and that the total contract price will not exceed £23.5M for the entire contract duration

6. LOANS

DEFCON 76 (Edn.11/22) – Contractor's Personnel at Government Establishments

DEFCON 611 (Edn.12/22) – Issued Property

NOTE: The PSA and DEFSTAN 05-099 to not apply to Items 1-15 on GFA Register found at Annex E

DEFCON 612 (Edn.06/21) – Loss Of or Damage to the Articles.

NOTE: Only applicable for future Contract Amendments for supply of goods

6.1 Government Furnished Assets (GFA)

- 6.1.1 All GFA issued by the Authority to the Contractor for the purpose of carrying out the work under the SOR is listed at Annex E to this Contract. All GFA will be provided on the terms and conditions stated therein and are subject to the provisions of DEFCON 611 (Edn.12/22).
- 6.1.2 Save for the applicability of DEFCON 632 (Edn.11/21), any information of a technical nature that has been provided to the Contractor by the Authority under the Contract is provided, subject to Clause 6.1.3, without any potential liability to the Authority; the Contractor is responsible for and remains completely liable for any use it may make of such information in the execution of the Contract, save as the GFA has been provided as stated in Annex E, and is fit for purpose, accurate and complete.
- 6.1.3 All changes to the GFA list shall be undertaken by a formal Contract Amendment in accordance with DEFCON 503 (Edn.06/22) and the process in DEFCON 620 (Edn.06/22).
- 6.1.4 In the event that the Authority fails to make an item of GFA available by the agreed date, and as a direct result, the Contractor is unable to achieve the delivery date as stipulated in the Milestone Payment Plan at Annex D, the Authority shall undertake to reflect this in a corresponding extension to the effected element(s) of the Contract delivery schedule.
- 6.1.5 While every effort will be made by the Authority to provide the item(s) specified at Annex E, operational imperatives or other events beyond the control of the JSEN DT may preclude its issue. In the event that the Authority does not make GFA available to the Contractor by the agreed dates and unavailability of GFA impacts the Contract delivery programme, the Authority shall undertake to reflect this in a corresponding extension to the effected element(s) of the Contract delivery schedule.
- 6.1.7 The Contractor shall take any steps as may be reasonably necessary to ensure that it has brought to the notice of all Sub-Contractors and any other persons dealing with any GFA that the Authority is the owner, the handling requirements associated and that obligations to flow down Conditions of this Contract are met. The Contractor shall notify the Authority immediately of any attempts by a Third Party to secure a lien or rights of a similar kind on any GFA. At the same time the Contractor shall notify the Third Party that the Authority is the owner of the GFA. This shall not relieve the Contractor of his obligations under DEFCON 611 (Edn.12/22).

7. DELIVERY

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

DEFCON 507 (Edn.07/21) – Delivery

NOTE: Only applicable for future Contract Amendments for supply of goods

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

NOTE: the Authority shall give the Contractor 30 days notice to rectify default before termination.

DEFCON 524 (Edn.12/21) – Rejection

NOTE 1: The period for rejection shall be within 30 days.

NOTE 2: Not applicable for the Spares Pool element under this Contract.

DEFCON 525 (Edn.10/98) – Acceptance

NOTE 1: Not applicable for the Spares Pool element under this Contract

DEFCON 621A (Edn.12/21) – Transport (If the Authority Is Responsible for Transport)

DEFCON 621B (Edn.10/04) – Transport (If Contractor Is Responsible for Transport)

NOTE 1: Unless otherwise agreed, the Contractor will be responsible for Transport to an agreed place in UK mainland. Transportation to be conducted in accordance with Annex A (SOW). The Authority will be the Importer of Record (IoR) for any goods imported into the UK under this Contract.

7.1 Document Deliverables

7.1.1 For the purposes of DEFCON525 (Edn.10/98), Acceptance and DEFCON524 (Edn.12/21), Rejection; document deliverables; shall be accepted once the Authority has reviewed the document and the Authority's Project Manager is satisfied that the deliverable meets the requisite quality. The Authority shall review the document and provide any comments to the Contractor within fifteen business days of confirming receipt of the document (receipt shall be confirmed within 2 business days of issue of the document to the Authority). The Contractor shall then incorporate those comments within a revised document which shall be issued to the Authority within ten business days of confirming receipt of the Authority's comments (receipt shall be confirmed within 2 business days of issue of the Authority's comments). If the Authority does not provide comments within fifteen business days of confirmation of receipt of the original document (receipt shall be confirmed within 2 business days of issue of the document to the Authority) this shall constitute acceptance of that document by the Authority.

7.1.3 Document deliverables that address or arise from Safety or Security requirements are not subject to an automatic acceptance. The Authority shall review the document and provide any comments to the Contractor within twenty Business Days.

7.1.4 The Parties shall adopt the following receipting process for document deliverables. If the Party issuing the document or providing comments does not receive confirmation of the receipt of such document or comments from the other Party within two Business Days of having issued such document or comments, the issuing Party shall be responsible for contacting the other Party to establish the whereabouts of such documents or comments.

7.2 Delivery

7.2.1 Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a sub-contractor ('self-to-self'), the risk in such Article shall

(notwithstanding the provisions of DEFCON 612) remain vested in the Contractor until such time as the Article is handed over to the Authority.

7.3 Force Majeure

- 7.3.1 The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
- a. acts of nature;
 - b. war;
 - c. hostilities;
 - d. fire at any of the Contractor's premises or those of its suppliers.
 - e. national strikes;
 - f. changes in law relevant to the contract performance;
 - g. foreign government policy;
 - h. terrorism;
 - i. biohazards;
 - j. UK ban on trade with source country;
 - k. sonic booms, and
 - l. civil commotion.
- 7.3.2 The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.
- 7.3.3 Subject to Clause 7.3.4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.
- 7.3.4 The maximum extension of time granted under this clause shall be limited to three months after which time the Authority may, on giving written notice to the Contractor, terminate this Contract with immediate effect.

8. PAYMENTS/RECEIPTS

DEFCON 513 (Edn. 07/24) – Value Added Tax and Other Taxes

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

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

8.1 Payment

- 8.1.1 SOR Item 1 – Payment shall be made monthly in arrears for the satisfactory completion of the provision of service in accordance with the Statement of Work at Annex A to this Contract, and subject to Annex H to this Contract in accordance with the Payment Plan at Annex D to this Contract. Acceptance shall be to the satisfaction of the Authority Project Manager or authorised representative.
- 8.1.2 SOR Item 2 – Payment shall be made monthly in arrears for the provision of lease in accordance with the Statement of Work at Annex A to this Contract, in accordance with the Payment Plan at Annex D to this Contract and to the satisfaction of the Authority Project Manager or authorised representative.
- 8.1.3 Payments for licence fees as in SOR 1.1 line Item 3 and 4 shall not exceed the firm prices. The Contractor shall claim monthly payment.
- 8.1.4 When an Option from SOR 1.2 is taken, or a task is performed in accordance with the procedure at Annex F, payment shall be on successful completion of each Option or task, or in accordance with an agreed Payment Plan, and subject to any additional agreed acceptance criteria specified in the tasking form.
- 8.1.5 When an Option is taken from SOR 1.2 the estimated price in SEK shall be converted into GBP on the day of the amendment and recorded therein.

8.2 Key Performance Indicators

- 8.2.1 The Contractor's performance shall be measured quarterly in accordance with the Quarterly Programme Meeting (QPM) schedule, using the Key Performance Indicators (KPIs) contained within Annex H of this Contract.
- 8.2.1 The performance against each KPI shall be assessed as Satisfactory (GREEN), Cause for Concern (AMBER) or Unsatisfactory (RED) in accordance with the Performance Criteria at Annex H to this Contract.
- 8.2.3 Where the performance review has established that satisfactory performance levels (GREEN) have been provided by the Contractor against the KPI, the Authority shall authorise full claim for payment of work of Schedule of Requirements Item 1 in accordance with Clause 8.1 of the Terms and Conditions of this Contract.
- 8.2.4 In the event that the Contractor's performance against any of the following KPIs has not been satisfactory (AMBER or RED indicator), the Authority shall record a retention/deduction of a proportion of the Quarterly Service Payment (corresponds to the proportion of 3 months payment), as a remedy for poor performance, in accordance with the criteria detailed within Appendix 2 at Annex H to this Contract.
- 8.2.5 The first quarter of CLS Year 1 shall be monitored, but retentions/deductions shall not be recorded.
- 8.2.6 Retentions/deductions from quarter 2 Year 1 until Contract end date shall be recorded over a CLS year and if required an adjustment shall be made to the final payment.
- 8.2.7 The Contractor shall have the opportunity for full reimbursement of the % withheld for that quarter, should the performance level for the following quarter (or in case of no performance to measure the following quarter, the earliest possible quarter) be assessed as green.

- 8.2.8 In the event the Contractor's performance is Unsatisfactory (RED) against the same KPI defined in Appendix 2 for two consecutive quarters, this is to be considered a Critical Failure. In this instance a rectification plan shall be provided to the Authority detailing how the unsatisfactory performance shall be remedied and expected service levels (re)established. On approval, the Contractor shall promptly, and at their own expense implement the rectification plan, with the intention of remedying, preventing and avoiding recurrence. If satisfactory performance (GREEN) has not been achieved in the quarter following completion of the rectification plan (the performance of the KPI remains red), the Authority reserves its right to terminate the Contract in accordance with DEFCON 514.

8.3 Performance Indicators

- 8.3.1 The PIs identified at Appendix 1 to Annex H shall be used to measure and monitor the relationship between the Parties under the Contract.
- 8.3.2 The performance against each PI and KPI shall be assessed as Satisfactory (GREEN), Cause for Concern (Amber) or Unsatisfactory (Red), in accordance with the criteria detailed in Annex H to this Contract.

9. CONTRACT ADMINISTRATION

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

NOTE: Further to this DEFCON, reports shall be provided in the form and frequency specified in Annex A (SOW)

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

NOTE 1: This DEFCON does not apply to the Spare Part Pool and licenses.

NOTE 2: For clarity, definition of subcontractor shall have the meaning of Sub-Contractor in 2.1.1

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

NOTE 1: For the purpose of Clause 1 of this DEFCON, the frequency of meetings shall be as specified in Annex A (SOW).

9.1 Contractor's Personnel

- 9.1.1 For the purpose of this Contract, the term "Contractor's Personnel" shall include all employees of the Contractor and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of these personnel, in connection with the activities associated with the Contract, throughout the duration of the Contract.
- 9.1.2 Personnel employed under the Contract must have appropriate security clearances, qualifications and competence, to undertake the work required in the SOW, in accordance with the security provisions detailed in the SAL.
- 9.1.3 The Contractor shall give at least one months' notice where reasonably possible to the Authority's Project Manager of any loss of key personnel and the proposed remedial action.
- 9.1.4 The Contractor shall appoint a single point of contact responsible for the primary interface of this Contract.
- 9.1.5 For this Contract, the primary interface representing the Authority will be the GBAD DT Commercial Officer and Project Manager and the contact points are detailed in DEFFORM 111 Boxes 1 and 2 respectively.

9.2 Contract Reporting

- 9.2.1 In accordance with the Defence Reform Act 2014 (DRA) and the Single Source Contract Regulations 2024 (SSCR) the Contractor shall be legally required to provide the following:
 - 9.2.1.1 a Contract Pricing Statement which the Contractor shall submit to the SSRO prior to one month from the initial reporting date, however, the Contract Pricing Statement shall be agreed by the Contractor and the Authority prior to agreeing the Contract Price;
 - 9.2.1.2 a Contract Reporting Plan which the Contractor shall submit to the SSRO prior to one month from the initial reporting date, however, the Contract Reporting Plan shall be agreed by the Contractor and the Authority prior to Contract Signing;
 - 9.2.1.3 a Contract Notification Report which the Contractor shall submit to the SSRO prior to one month from the initial reporting date; and
 - 9.2.1.4 Quarterly Contract Reports shall be submitted by the Contractor to the SSRO instead of Interim Contract Reports if the Contract value inclusive of Options exceeds £50M (ex VAT). Quarterly Contract Reports shall be submitted by the Contractor within one month of the end of each calendar quarter for the duration of the QDC.

9.2.1.5 This Contract is exempt from Part 6 – Reports on overheads and forward planning etc. of the SSCR 2024.

9.3



10 Limitation Of Contractors Liability

Definitions

10.1 In this Condition 10 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

"Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

'DPA 2018' means the Data Protection Act 2018;

"Law" means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body.

"Term" means the period commencing on the date on which this Contract takes effect and ending on 31st March 2028 or on earlier termination of this Contract.

NOTE: DEFCON 514 limit will be reviewed during Year 1 of contract to assess potential reduction of limit for Year 2 and Year 3.

'UK GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

10.2 Neither Party limits its liability for:

10.2.1 death or personal injury caused by its negligence, or that of its employees, agents or subcontractors (as applicable);

10.2.2 fraud or fraudulent misrepresentation by it or its employees;

10.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

10.2.4 any liability to the extent it cannot be limited or excluded by law.

10.3 The financial caps on liability set out in Clauses 10.4 and 10.5 below shall not apply to the following:

10.3.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

10.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software)

10.3.1.2 the Contractor's indemnity in relation to TUPE ;

10.3.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

10.3.2.1 the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

10.3.2.2 the Authority's indemnity in relation to TUPE

10.3.3 breach by the Contractor of DEFCON 532B and Data Protection Legislation; and

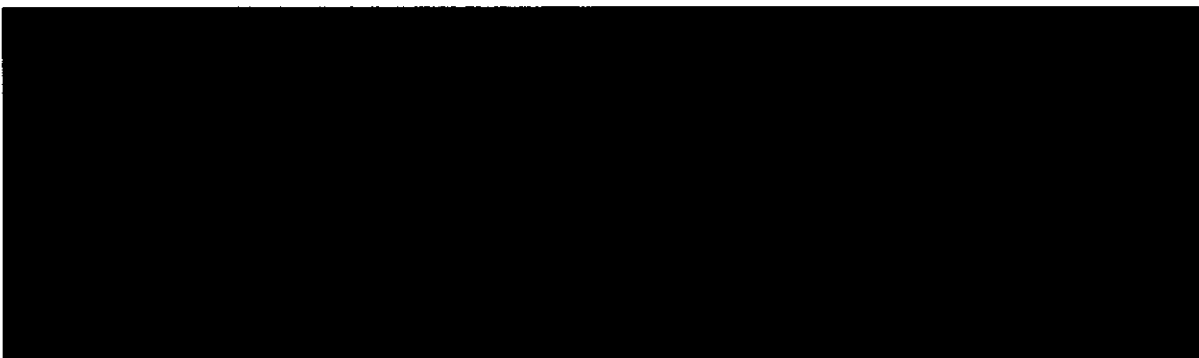
10.3.4 to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

10.3.5 For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2024, as amended from time to time, shall not be excluded or limited under the provisions of Clauses 10.4 and/or 10.5 below.

Financial limits

10.4 Subject to Clauses 10.2 and 10.3 and to the maximum extent permitted by Law:

10.4.1 the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:



10.4.2 without limiting Clause 10.4.1 and subject always to Clauses 10.2, 10.3 and 10.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [REDACTED] in aggregate.

10.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 10.4.1 and 10.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 10.4.1 and 10.4.2 of this Contract.

10.5 Subject to Clauses 10.2, 10.3 and 10.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

10.6 Clause 10.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

10.7 Subject to Clauses 10.2, 10.3 and 10.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

10.7.1 indirect loss or damage;

10.7.2 special loss or damage;

10.7.3 consequential loss or damage;

10.7.4 loss of profits (whether direct or indirect);

10.7.5 loss of turnover (whether direct or indirect);

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

10.7.7 damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.

10.8 The provisions of Clause 10.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

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

10.8.1.1 to any third party;

10.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

10.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

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

10.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

10.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

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

10.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

10.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

10.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

10.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

10.9 If any limitation or provision contained or expressly referred to in this Condition 10 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 10.

Third party claims or losses

10.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and DEFCON 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

10.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

10.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

10.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

11. Russian and Belarusian Exclusion Condition

- 11.1 The Contractor warrants to comply with applicable sanctions from the European Union (EU) and to make best efforts to ensure its supply chain, relating to this Contract, also comply with said sanctions.
- 11.2 Neither the Contractor nor any party in its supply chain is itself, or is directly or indirectly owned or controlled by, either individually or in the aggregate, one or several persons or entities specially designated, blocked or otherwise targeted under EU sanctions, or acting on behalf of any such persons or entities.
- 11.3 The Contractor undertakes to apply its Code of Conduct for Suppliers in its supply chain.
- 11.4 The Contractor will, without undue delay, notify the Authority in writing if the Contractor becomes aware of any non-compliance or sanction circumvention issues of EU sanctions in its supply chain.

12 Contractors on Deployed Operations

- 12.1 Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 shall apply, subject to mutually agreed conditions on a case-by-case basis, and become effective when such a task is included in the Contract.

OFFICIAL-SENSITIVE COMMERCIAL


Contract JSENS/00194 Giraffe Agile-Multi Beam Radar (G-AMB) CLS Support.

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

For and on behalf of the Company Name SAAB AB:

Name, Title and Company Position	
Signature	
Date	

For and on behalf of the Secretary of State for Defence

Name and Title	
Signature	
Date	

OFFICIAL-SENSITIVE COMMERCIAL

DEFFORM 111

(Edn 11/17)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: GBAD DT, NH1, Yew Ob #1045, DE&S Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED]

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

Name: [REDACTED]

Address: GBAD DT, NH1, Yew Ob #1045, DE&S Abbey Wood South, Bristol, BS34 8JH

Email: [REDACTED]

3. Packaging Design Authority

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

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

DES JSENS-ILS1

Tel No: 030 679 32007

(b) U.I.N. P2535A

5. Drawings/Specifications are available from
N/A

6. Intentionally Blank

7. Quality Assurance Representative:

DES ISTAR-BMT-QM1

McIntosh 0 #0012, Abbey Wood South, Bristol, BS34 8JH

Email: [REDACTED]

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

8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

9. Consignment Instructions

Document deliverables shall be delivered to the Project Manager as detailed at Box 2, or a nominated representative as notified by the Authority.

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

www.freightcollection.com

11. The Invoice Paying Authority (see Note 1)

Ministry 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#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 Arncliffe

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

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@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 Intranet site requests should be submitted through the Commercial Office named in Section 1.

OFFICIAL-SENSITIVE COMMERCIAL

Annex A to JSSENS/00194- REDACTED

OFFICIAL-SENSITIVE COMMERCIAL

NOT USED

OFFICIAL and OFFICIAL- SENSITIVE Security Condition for UK Contracts

Definitions

1. The term "Authority" means a Ministry of Defence (MOD) official acting on behalf of the Secretary of State for Defence.

Security Grading

2. All aspects associated with this Contract are classified OFFICIAL. Some aspects are more sensitive and are classified as OFFICIAL-SENSITIVE. The Authority shall issue a Security Aspects Letter which shall define the OFFICIAL- SENSITIVE information that is furnished to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all OFFICIAL-SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification. However, the Contractor is not required to mark information/material related to the contract which is only OFFICIAL.

Official Secrets Acts

3. The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911-1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular. The Contractor shall take all reasonable steps to make sure that all individuals employed on any work in connection with the Contract (including sub-contractors) have notice that these statutory provisions, or any others provided by the Authority, apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

Protection of OFFICIAL and OFFICIAL- SENSITIVE Information

4. The Contractor shall protect OFFICIAL and OFFICIAL-SENSITIVE information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.

5. OFFICIAL and OFFICIAL-SENSITIVE information shall be protected in a manner to avoid unauthorised access. The Contractor shall take all reasonable steps to prevent the loss, compromise or inappropriate access of the information or from deliberate or opportunist attack.

6. All OFFICIAL and OFFICIAL-SENSITIVE material including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use OFFICIAL and OFFICIAL-SENSITIVE documents/material shall be handled with care. As a minimum, when not in use, OFFICIAL-SENSITIVE material shall be stored under lock and key and in a lockable room, cabinets, drawers or safe and the keys/combinations are themselves to be subject to a level of physical security and control.

7. Disclosure of OFFICIAL and OFFICIAL-SENSITIVE information shall be strictly in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose any of the classified aspects of the Contract detailed in the Security Aspects Letter other than to a person directly employed by the Contractor or sub-Contractor, or Service Provider.

8. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 30.

Access

9. Access to OFFICIAL and OFFICIAL-SENSITIVE information shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the information and whose access is essential for the purpose of his or her duties.

10. The Contractor shall ensure that all individuals having access to OFFICIAL- SENSITIVE information have undergone basic recruitment checks. Contractors shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found

at the Gov.UK website at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.

Hard Copy Distribution

11. OFFICIAL and OFFICIAL-SENSITIVE documents shall be distributed, both within and outside company premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post or Commercial Couriers in a single envelope. The words OFFICIAL or OFFICIAL-SENSITIVE shall not appear on the envelope. The envelope should bear a stamp or details that clearly indicates the full address of the office from which it was sent.

12. Advice on the distribution of OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of OFFICIAL-SENSITIVE hardware shall be sought from the Authority.

Electronic Communication, Telephony and Facsimile Services

13. OFFICIAL information may be emailed unencrypted over the internet. OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a CESC Commercial Product Assurance (CPA) cryptographic product or a MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the CPA scheme are available at: <http://www.cesg.gov.uk/servicecatalogue/Product-Assurance/Pages/Product-Assurance.aspx>.

Exceptionally, in urgent cases, OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so and only with the prior approval of the Authority.

14. OFFICIAL-SENSITIVE information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the authority shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

15. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the UK and overseas. OFFICIAL-SENSITIVE information may be discussed on fixed and mobile types of telephone within the UK, but not with (or within) earshot of unauthorised persons.

16. UK OFFICIAL information may be faxed to recipients located both within the UK and overseas, however OFFICIAL-SENSITIVE information may be faxed only to UK recipients.

SWEDEN - CONTRACT SECURITY CLAUSE**DEFINITIONS**

1. The provisions of this Clause are based on the General Security Arrangement (GSA) between The Government of The United Kingdom of Great Britain and Northern Ireland represented by the Secretary of State for Defence and The Government of Sweden represented by The Minister for Defence of The Kingdom of Sweden concerning the Protection of Classified Information Exchanged for the Purpose of Defence Co-operation, Research, Production and Procurement between the two countries, dated 13 September 2002 and subsequent amendments and the Letter of Intent Framework Agreement (LoI/FA) dated 27 July 2000 and will apply to the extent that this Contract involves access to or possession of information to which a security classification has been assigned by the Government of the United Kingdom.

2. The term "classified matter" in this Clause includes information, documents and material, which are subject to a security grading as defined in paragraphs 4/5 below irrespective of whether it is transmitted orally, electronically in writing or by the handing over of material. For the purpose of this Clause the word "document" means letter, note, minute, report, memorandum, signal/message, sketch, photograph, film, map, chart, plan, notebook, stencil, carbon, typewriter ribbon etc or other form of recorded information (e.g. tape recording, magnetic recording, punched card, tape).

3. The term "Authority" means the Contracting Authority. The term "Designated Security Authority (DSA)/Competent Security Authority (CSA)" means:

In the United Kingdom**DSA – Security Policy**

Ministry of Defence, Chief Operating Officer - Directorate of Security and Resilience - Industrial and International Programmes and Contract Security (COO-DSR-IIPCSy), Level 4, Zone B, Main Building, Whitehall, London SW1A 2HB

CSA – Security Implementation

Ministry of Defence, Defence Equipment & Support – (DE&S PSyA-Security Advice Centre), Poplar -1, #2004, MOD Abbey Wood South, Bristol BS34 8JH

In Sweden**DSA**

FÖRSVARETS MATERIELVERK (The Swedish Defence Materiel Administration), Security, SE-115 88 Stockholm, Sweden.

SECURITY CLASSIFICATION

4. The Authority shall issue a Security Aspects Letter, which shall define the classified matter that is furnished, or which is to be developed, under this Contract. The Contractor shall mark all classified documents, which it originates or copies during the course of this Contract with the appropriate classification.

July 2020

Milestone Payment Plan for Line Item 1 (Basic CLS 29th April 2025 to 31st March 2028)

Acceptance criteria: acceptance of delivery as defined by condition 8.1.1

ID	Date	Value (SEK)	Value (£)
1.1	30/06/2025		
1.2	31/07/2025		
1.3	31/08/2025		
1.4	30/09/2025		
1.5	31/10/2025		
1.6	30/11/2025		
1.7	31/12/2025		
1.8	31/01/2026		
1.9	28/02/2026		
1.10	31/03/2026		
1.11	30/04/2026		
1.12	31/05/2026		
1.13	30/06/2026		
1.14	31/07/2026		
1.15	31/08/2026		
1.16	30/09/2026		
1.17	31/10/2026		
1.18	30/11/2026		
1.19	31/12/2026		
1.20	31/01/2027		
1.21	28/02/2027		
1.22	31/03/2027		
1.23	30/04/2027		
1.24	31/05/2027		
1.25	30/06/2027		
1.26	31/07/2027		
1.27	31/08/2027		
1.28	30/09/2027		
1.29	31/10/2027		
1.30	30/11/2027		
1.31	31/12/2027		
1.32	31/01/2028		
1.33	29/02/2028		
1.34	31/03/2028		
Total			

Milestone Payment Plan for Line Item 2 (STTE 29th April 2025 to 31st March 2028)

Acceptance criteria: acceptance of delivery as defined by condition 8.1.2

ID	Date	Value (SEK)	Value (£)
2.1	30/06/2025		
2.2	31/07/2025		
2.3	31/08/2025		
2.4	30/09/2025		
2.5	31/10/2025		
2.6	30/11/2025		
2.7	31/12/2025		
2.8	31/01/2026		

2.9	28/02/2026			
2.10	31/03/2026			
2.11	30/04/2026			
2.12	31/05/2026			
2.13	30/06/2026			
2.14	31/07/2026			
2.15	31/08/2026			
2.16	30/09/2026			
2.17	31/10/2026			
2.18	30/11/2026			
2.19	31/12/2026			
2.20	31/01/2027			
2.21	28/02/2027			
2.22	31/03/2027			
2.23	30/04/2027			
2.24	31/05/2027			
2.25	30/06/2027			
2.26	31/07/2027			
2.27	31/08/2027			
2.28	30/09/2027			
2.29	31/10/2027			
2.30	30/11/2027			
2.31	31/12/2027			
2.32	31/01/2028			
2.33	29/02/2028			
2.34	31/03/2028			
Total				

Milestone Payment Plan for Line Item 3 (qty 5 Hi-Fi Emulators 1st April 2025 to 31st March 2026)

Acceptance criteria: acceptance of delivery as defined by condition 8.1.3

ID	Date	Value (SEK)	Value (£)
3.1	30/06/2025		
3.2	31/07/2025		
3.3	31/08/2025		
3.4	30/09/2025		
3.5	31/10/2025		
3.6	30/11/2025		
3.7	31/12/2025		
3.8	31/01/2026		
3.9	28/02/2026		
3.10	31/03/2026		
3.11	30/04/2026		
Total			

Milestone Payment Plan for Line Item 3 (qty 5 Low-Fi Emulators 1st April 2025 to 31st March 2026)

Acceptance criteria: acceptance of delivery as defined by condition 8.1.3

ID	Milestone Description	Date	Value (SEK)	Value (£)
4.1		30/06/2025		
4.2		31/07/2025		
4.3		31/08/2025		
4.4		30/09/2025		
4.5		31/10/2025		
4.6		30/11/2025		

4.7		31/12/2025					
4.8		31/01/2026					
4.9		28/02/2026					
4.10		31/03/2026					
4.11		30/04/2026					
Total							

Government Furnished Assets (GFA)

Annex E to JSENS/00194

ID.	Item Title	Requirement Description	No. Rqd	Required	Date delivered	Status	Notes	Comment
1	GTS (Giraffe Training System	Operator Training outside of Sweden	1	Available at course location 2 days before course		Open		
2	G-AMB Mod C System of the latest UK baseline	Operator and Maintenance Training Courses	1 per 4 students	Available at course location 2 days before course		Open		
3	Indoor Training Facilities: A suitable classroom for students/instructors including Power 230V, 1phase 50-60Hz, White Board and White Board Markers, Copying Facilities for Paper Format A4 and A3, Area for Coffee Break, Toilet and Washing Facilities	All Training Courses	1	Available at course location 2 days before course		Open		
4	General training equipment: One complete operational Giraffe AMB Radar System/4 students, GAMB STTE, Standard Workshop Tools, GTS GAMB OPS Room, GAMB Remote MMI, Equipment to move and transport the GAMB station.	Maintainer Training Courses	1	Available at course location 2 days before course		Open		
5	Training Facilities: Area for deploying of GAMB close to the classroom, Power 230V, 1 phase 50-60 Hz, Power 400V 63A, 3 phase 50-60Hz for external power to the GAMB, Facilities for refuelling GAMB, A garage where the GAMB maintainer training can take place. Fork lift truck, with driver for lifting Power Plant out from GAMB	Maintainer Training Courses	1	Available at course location 2 days before course		Open		

6	Small office incl. space for storing tools and training course material, at 16 th Reg Thorney Island, to facilitate training on site preparation as well as SAAB Engineering Services	Course Execution and Engineering Services	1	Contract time				
8	UK Crypto Material for the encrypted drives due to be installed in the Maintenance Laptops	All Maintenance Laptop Hard drives as well as spare hard drives	TBD	T0		Open	Already delivered for the current Maintenance Laptops	
9	Mapping data (DTED, mapping and imagery data) for deployment locations, UK other training and test locations	Performance analysis and support	TBD	TBD		Open		
10	WEN equipment	Trials and training requiring the presence of WEN equipment	TBD	Available at location 2 working days before activity		Open		
11	DDS NMS Interface for communication to the GBAD network Interface documentation, GBAD-XX Implementation ICD	All G-AMBs and emulators	1	3 months before Engineering Release of Emulator/G-AMB build. 5 months before Formal Release of Emulator/G-AMB build.		Open		
12	DIS Interface for communication to GBAD training environment	All G-AMBs, emulators and simulators	1	3 months before Engineering Release of Saab implementation. 5 months before Formal Release of Saab implementation		Open		
13	UK Crypto Material for the encrypted drives due to be installed in the Emulation	Emulators and simulators	TBD	At Viasat UK 3 months before Saab delivery		Open		

	Environments and Simulation Environments.							
14	Transport of personnel to deployment location (Option 3)	Activities at deployment location	TBD	TBD		Open		
15	UK Crypto Material ██████████ during JFF Activities	Crypto to be managed by a Third Party on behalf of the Authority.	As stated in Statement of Work.	Available at location 2 working days before activity		Open		

Task Authorisation Procedure

1. Any work performed under Schedule of Requirements (SOR) Item 6 shall be in accordance with the procedures detailed below and the contract conditions.
2. Any work to be performed shall be authorised via the Tasking Form at Appendix 1 to this Annex.
3. Each Tasking form will be allocated a unique sequential tasking order number by the Authority commencing Task001.

1. Tasking Procedure

- 1.1 Tasks will be initiated by the Authority by completion of Part 1 of the Tasking Authorisation Form (TAF) at Appendix 1 to this Annex. The TAF will then be forwarded by the Authority's Commercial Officer to the Contractor for costing.
- 1.2 On receipt of the TAF, the Contractor shall within 3 Business Days acknowledge receipt and request further clarification from the Authority, if required on Part 1 of the TAF. The Authority shall endeavour to provide a clarification response to the Contractor (where applicable) within 5 Business Days. The Contractor shall complete Part 2 and return to the Authority's Commercial Officer within 15 Business Days of receipt of the TAF, or unless otherwise agreed with the Authority (refer to KPI 2 in Annex G to this Contract), along with a proposal and cost breakdown for the task using those rates and prices agreed at Appendix 2 to this Annex to produce a Firm Price.
- 1.3 On receipt of the TAF, if acceptable, the Authority shall complete Part 3, providing authorisation for the Contractor to conduct the task and will return the TAF to the Contractor's Commercial Officer. The Authority will record all approved tasks on Appendix 3 by formal Contract Amendment in accordance with DEFCON 503 (Edn.06/22).
- 1.4 On completion of a Task, the Contractor shall complete Part 4 of the TAF and forward it to the Authority's Project Manager for completion of Part 5 under which the Authority approves formal closure of the Task.

2. PROCEDURE FOR CHANGE TO EXISTING TASKS

- 2.1 Changes to TAFs shall be managed in accordance with DEFCON 620 (Edn.06/22). For clarity the following procedure shall apply:

2.1.1 A change may be proposed by the Authority or by the Contractor.

2.1.2 If the change is requested by the Contractor, they shall provide a written request detailing the change required, the reasons for the change, and an indication of the impact to delivery, price and Milestone payment plan (if applicable to the task), for the Authority's consideration.

2.1.3 If the Authority wishes to either:

2.1.3.1 pursue a requested change; or

2.1.3.2 propose a change

it shall notify the Contractor by re-issuing Part 1 of the TAF, updating the issue number accordingly.

2.1.4 The Contractor shall then issue Part 2 of the up-issued TAF within 15 Business Days of receipt, as a formal quotation for the Authority's consideration, in accordance with KPI 2.

2.1.5 The Authority shall endeavour to respond to the Contractor's completed Part 2 within 10 Business Days. It shall either;

2.1.5.1 approve the change by re-issuing Part 3 of the up-issued TAF; or

2.1.5.2 reject the change by email notification to the Contractor.

- 2.2 The Authority shall update Appendix 3 to Annex F (List of Approved Tasks) by formal Contract Amendment in accordance with DEFCON 503 (Edn.06/22).

TASK AUTHORISATION FORM**Part 1 – Request for Task**

The Authority has a requirement for the following Task:

Task No:	Issue No:	Priority:	Date:
Date raised:		Originator:	
Task Title:			
Task Description:			
Completion required by date			

Task Proposal:		
Breakdown of Cost:		
Completion Date		
Name:	Position:	
Date:	Signature:	

Part 3 – Authorisation to proceed

Approval to proceed with task: JSENS/00194 TASK_____ against a firm price of:

Project Manager's Approval:

Signature:.....Name:.....

Post Title:..... Date:.....

Finance Officer Approval:

Signature:.....Name:.....

Post Title:..... Date:.....

Commercial Officer Approval:

Signature:.....Name:.....

Post Title:..... Date:.....

Part 4 – Task Completion report (To be completed by the Contractor)

Task: JSENS/00194 TASK_____ is now considered to be complete. Any required evidence is also provided.

Signature.....Name:.....

Date.....Position in Company:.....

Part 5 – Confirmation of Task Completion by the Authority's Project Manager

Signature.....Name:.....

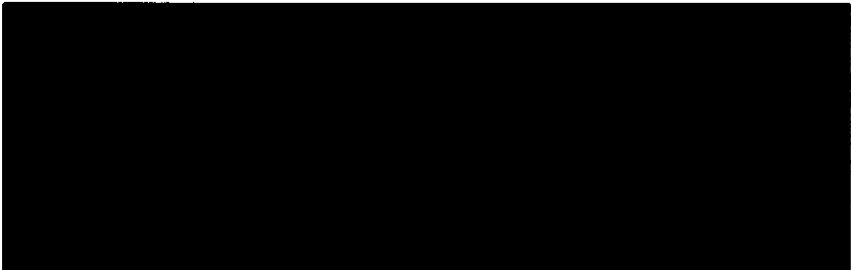
Date.....Post title:.....

Upon signature of Part 5, the Contractor can submit claim for payment

Firm Cost Rates for Ad Hoc Tasking (Appendix 2 to Annex F)

The following hourly cost rates are firm rates.
All rates are stated in Swedish Krona (SEK).

G&A and profit as agreed in the Contract will be applied on these costs.

Role and grade	Firm hourly rate FY2025	Firm hourly rate FY2026	Firm hourly rate FY2027	Firm hourly rate FY2028	Firm hourly rate FY2029
Project Management					
System Design					
Product Development					
ILS					
Production Verification					

List of Approved Tasks for SOR Line Item 10

TASK No.	DESCRIPTION	VALUE (£)
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NOT USED

JSSENS/00194 - Performance Mechanism – Contract Item 1**Definitions and Abbreviations**

'Authority' means, the Joint Sensors & Engagement Networks (JSSENS) Delivery Team, acting under its delegation from the Secretary of State for Defence, acting on behalf of the Crown. **'Critical Failure'** means, the performance of the Contractor against the Key Performance Indicators detailed at Appendix 2, calculated as an average over the quarter, has been assessed as red for 2 consecutive quarters. The KPI's are to be assessed separately.

'Contractor' means, the person who, by the Contract, undertakes to supply the Articles, or perform the Service, or both for the Authority as is provided by 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, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority; for the duration of this Contract, the Contractor shall be SAAB AB.

'Failures' means the Contractor has failed to meet the the performance of the Contractor against the Performance Indicators detailed at Appendix 1. The PI's are to be assessed separately.

'Key Performance Indicators (KPI)' means, those identified at Appendix 2 – the specified delivery times for spares or refurbish items, to be measured for the duration of the Contract.

'LRP' means, Line Replacement Part

'LRU' means, Line Replacement Unit

'Parties' means, both the Authority and the Contractor in relation to this Contract.

'Performance Indicators (PI)' means, those identified at Appendix 1 –specific elements of the Contract and requirement to be measured for the duration of the Contract.

'Quarterly Programme Meeting (QPM)' means, the quarterly meeting attended by both Parties to discuss performance of the Contract, items for discussion as described in the Statement of Work (SOW), reference ANNEX A to JSSENS/00194.

'Quarterly Meeting Report (QPR)' means, the report to be delivered to the Authority before each QPM. The contents of the report is defined in the SOW

'Quarterly Service Payment' means, the agreed monetary value to be paid to the Contractor, each quarter. Any deductions required shall be made to the final quarter payment of that support year.

'Working Days' means, Monday to Friday excluding UK and Swedish Public and Bank Holidays as declared in advance during the initial QPM.

'Receipt of Delivery' means, Receipt of delivery of Spare or Repaired Refurbished Item to RLC Stores Section, Thorney Island.

'Performance Measured Period' means every quarterly period started after Effective Date of Contract (EDC).

'CLS year' means the consecutive calendar period of twelve month starting at EDC.

Scope

- 1.1. This Annex sets out the mechanism by which the Contractor and Authority performance under JSSENS/00194 will be measured and monitored. It also sets out how deductions to the Quarterly Service Payment will be calculated and applied if the Contractor fails to meet the Authority's requirement.
- 1.2. The objectives of this annex are:
 - 1.2.1. ensure that the spares delivery meets the Authority's requirements;
 - 1.2.2. incentivise the Contractor to meet the Authority's requirements and to remedy any failure promptly.

2. Process

- 2.1. Performance shall be measured quarterly in accordance with the Quarterly Programme Meeting (QPM) schedule, using the Performance Indicators (PIs) and Key Performance Indicators (KPIs) contained within this Annex.
- 2.2. The performance against each PI and KPI shall be assessed as Satisfactory (Green), Cause for Concern (Amber) or Unsatisfactory (Red), in accordance with the criteria detailed in this document.

3. Performance Indicators

- 3.1. The PIs identified at Appendix 1 shall be used to measure and monitor specific areas of the Contract deemed imperative by the Parties for its successful management and performance.

- 3.2. They shall be jointly assessed on a quarterly basis, as Green, Amber, or Red and discussed during the QPM, with the appropriate action and escalation taken, in accordance with the criteria detailed within Appendix 1.
- 3.3. No retention or deductions to the Quarterly Service Payment will be calculated as a result of performance against these PIs. Data will be used to improve processes and for wider management information purposes.

4. Key Performance Indicators

- 4.1. The KPI's identified shall be used to measure and monitor the Authority's requirement for the delivery of spares and refurbished items and associated timescales in accordance with Appendix 2.
- 4.2. Where the performance review has established that satisfactory performance levels (green) have been provided by the Contractor against the KPI, the Authority shall record a full claim for payment in accordance with the payment terms and conditions of this Contract.
- 4.3. If the Contractor's performance against the KPI has not been satisfactory (amber or red), the Authority shall record a retention/deduction of a proportion of the Quarterly Service Payment, as a remedy for poor performance, in accordance with the criteria detailed within Appendix 2 of this Annex.
- 4.4. Grace Period.
The first quarter of CLS year 1 shall monitored, but retentions/deductions shall not be recorded.
- 4.5. Retentions/deductions shall be recorded over the CLS year and if required an adjustment shall be made to the final Quarterly Service Payment.

5. CriticalService Failure

- 5.1. In the event the Contractor's performance is Unsatisfactory (red) against the same KPI defined in Appendix 2 for 2 consecutive quarters, this is to be considered a Critical Failure. In this instance a rectification plan shall be provided to the Authority detailing how the unsatisfactory performance shall be remedied and expected service levels (re)established. On approval, the Contractor shall promptly, and at their own expense, implement the rectification plan, with the intention of remedying, preventing and avoiding recurrence. If satisfactory performance (green) has not been achieved in the quarter following completion of the rectification plan (the performance of the KPI remains red), the Authority reserves its right to terminate the Contract in accordance with DEFCON 514.

Appendix 1 - Performance Indicators**PI 1 – Helpdesk**

Service Area	Delivery	
Description	Support Desk	
Definitions	The Contractor shall give the Authority technical support for the resolution of G AMB incidents via telephone or e-mail during Working Days normal office hours 08.00-16.00 CET. The support shall be answers to technical/operational questions related to this contract.	
Authority Review Period	N/A	
Start	Assistance request via telephone or e-mail from the PM	
Stop	Full response via telephone or e-mail received from Contractor	
Data Source	The Authority	
Data Maintainer	The Authority	
Data Provider	The Authority	
Reporting Frequency	Quarterly	
Reporting Method	Quarterly Management Reports – calculation of average time taken for full written responses.	
Level	Performance Criteria	Action Required
GREEN	Satisfactory. Contractor's total average time to provide responses to Authority enquiries is 5 Working Days or less (average time over the quarter).	No action required
AMBER	Cause for Concern. Contractor's total average time to provide responses to Authority enquiries is 6 - 7 Working Days (average time over the quarter).	Review of current processes, monthly updates required until next QPM.
RED	Unsatisfactory. Contractor's total average time to provide responses to Authority enquiries is 8 or more Working Days (average time over the quarter).	Escalation to management level Review of current processes and rectification plan – weekly updates until next QPM.

PI2 – Quarterly Reports

Service Area		Management
Description		Timely issue of full and accurate Quarterly Progress Report (QPR) at least 10 Working Days prior to the scheduled Quarterly Progress Meetings (QPM).
Definitions		Report covers all areas identified in the CLS Statement of Work Clock stops if Contractor can demonstrate to the Project Manager (PM) and Commercial Manager (CM) satisfaction that events outside their control have prevented timely submission. The PM and Contractor shall agree date and time for clock to re-start in such circumstances.
Authority Review Period		10 Working Days
Start		10 Working Days prior to QPM
Stop		Acceptance by the PM & CM of a delivered, accurate Management Report, that covers all areas required, as detailed in the Statement of Work.
Data Source		The Contractor
Data Maintainer		The Contractor
Data Provider		The Contractor
Reporting Frequency		Quarterly
Reporting Method		Quarterly Management Reports
Level	Performance Criteria	Action Required
GREEN	Satisfactory. QPR made available 10 Working Days prior to the scheduled QPM to the satisfaction of the PM & CM.	No action required
AMBER	Cause for Concern. Contractor provides a QPR to the satisfaction of the PM & CM 5-9 Working Days prior to the scheduled QPM.	Review of current processes, monthly updates required until next QPM.
RED	Unsatisfactory. Contractor provides a QPR to the satisfaction of the PM & CM 4 Working Days or less prior to the scheduled QPM.	Escalation to management level Review of current processes and rectification plan – weekly updates until next QPM.

PI3 - Tasking Information

Service Area		Management
Description		Provision of Tasking Information
Definitions		<p>Timely completion of full and accurate tasking proposals including:</p> <p>Tasking information, scope of work, full cost breakdown using the agreed rates within the contract and timescales.</p> <p>Where complexity of Tasking request prevents completion within 15 Working Days, the Contractor shall notify the Authority of this within 3 Working Days of the initial request and request a longer response time. The PM & CM shall be the ultimate arbiter of this decision.</p> <p>Clock stops if Contractor can demonstrate to the Authority's satisfaction that events outside their control have prevented timely delivery. The Authority and Contractor to agree date and time for clock to re-start in such circumstances.</p>
Authority Review Period		15 Working Days
Start		Issue of Tasking Form to the Contractor.
Stop		Acceptance of delivered, accurate Tasking Form, that covers all areas required, by the Authority.
Data Source		The Contractor
Data Maintainer		The Contractor
Data Provider		The Contractor
Reporting Frequency		Quarterly
Reporting Method		Quarterly Management Reports
Level	Performance Criteria	Action Required
GREEN	Satisfactory. 100% of all tasking information scheduled for completion in the quarter fully completed on or before the scheduled completion date to the satisfaction of the PM & CM.	No action required
AMBER	Cause for Concern. 50%-99% of all tasking information scheduled for completion in the quarter fully completed on or before the scheduled completion date to the satisfaction of the PM & CM.	Review of current processes, monthly updates required until next QPM.
RED	Unsatisfactory. 49% or fewer tasking information requests scheduled for completion in the quarter fully completed on or before the scheduled completion date to the satisfaction of the PM & CM.	Escalation to management level Review of current processes and rectification plan – weekly updates until next QPM.

Appendix 2 – Key Performance Indicators**KPI 1: Delivery of spares – within the PEP**

Service Area	Management	
Description	Delivery of spares	
Definitions	<p>Performance shall be measured against delivery of spares or refurbish items to the UK site identified by the Authority (to RLC Stores Section, Thorney Island).</p> <p>The delivery time for items identified as LRUs and LRP's included in the PEP shall be twenty (20) Working Days calculated as an average on a quarterly basis.</p>	
Authority Review Period	N/A	
Start	Spares/Refurbished Item demand raised and formal notification issued to the Contractor.	
Stop	Receipt of delivery of Spare or Refurbished Item to to RLC Stores Section, Thorney Island.	
Data Source	The Contractor	
Data Maintainer	The Contractor	
Data Provider	The Contractor	
Monitoring Frequency	Quarterly	
Reporting Frequency	Quarterly	
Reporting Method	Quarterly Management Reports	
Level	Performance Criteria	Effect on Payment
GREEN	<p>Satisfactory.</p> <p>All Spares/Refurbished Items requested within the quarter, delivered within the timeframe defined above + 1 Working Day.</p>	<p>████ payment of sum due under Item 1 of the Contract for that quarter (subject to impact of other KPIs).</p>
AMBER	<p>Cause for Concern.</p> <p>All Spares/Refurbished Items requested within the quarter, delivered within the timeframe defined above + 5 Working Days.</p>	<p>████ withhold of sum for that relevant quarter due under Item 1 of the Contract.</p> <p>The Contractor shall have the opportunity for full reimbursement of the % withheld for that quarter, should the performance level for the following quarter (or in case of no performance to measure the following quarter, the earliest possible quarter) be assessed as green.</p> <p>Should the performance for the following quarter be assessed as amber or red, the % withheld shall become permanent.</p>
RED	<p>Unsatisfactory.</p> <p>All Spares/Refurbished Items requested within the quarter, delivered within the timeframe defined above + 8 Working Days.</p>	<p>████ permanent withhold of sum due under Item 1 of the Contract for that quarter.</p>

KPI2: Delivery of spares – not contained within the PEP

Service Area		Management
Description		Delivery of spares
Definitions		<p>Performance shall be measured against delivery of spares or refurbished Items to the UK site identified by the Authority (to RLC Stores Section, Thorney Island).</p> <p>The delivery time for replenishment of items identified as LRUs and LRPs not contained in the PEP shall be less than ten (10) Working Days calculated as an average on a quarterly basis.</p>
Authority Review Period		N/A
Start		Spares/Refurbished Item demand raised and formal notification issued to the Contractor.
Stop		Receipt of delivery of Spare or Refurbished Item to to RLC Stores Section, Thorney Island.
Data Source		The Contractor
Data Maintainer		The Contractor
Data Provider		The Contractor
Monitoring Frequency		Quarterly
Reporting Frequency		Quarterly
Reporting Method		Quarterly Management Reports
Level	Performance Criteria	Effect on Payment
GREEN	<p>Satisfactory.</p> <p>All Spares/Refurbished Items requested within the quarter, delivered within the timeframe defined above + 1 Working Day.</p>	<p>Full payment of sum due under Item 1 of the Contract for that quarter (subject to impact of other KPIs).</p>
AMBER	<p>Cause for Concern.</p> <p>All Spares/Refurbished Items requested within the quarter, delivered within the timeframe defined above +5 Working Days.</p>	<p>██████ withhold of sum due under Item 1 of the Contract for that quarter.</p> <p>The Contractor shall have the opportunity for full reimbursement of the % withheld for that quarter, should the performance level for the following quarter (or in case of no performance to measure the following quarter, the earliest possible quarter) be assessed as green.</p> <p>Should the performance for the following quarter be assessed as amber or red, the % withheld shall become permanent.</p>
RED	<p>Unsatisfactory.</p> <p>All Spares/Refurbished Items requested within the quarter, delivered within the timeframe defined above + 8 Working Days.</p>	<p>██████ permanent withhold of sum due under Item 1 of the Contract for that quarter.</p>

DEFFORM 539A Tenderer's Commercially Sensitive Information Form (To be completed by Contractor)

ITT Ref No: JSSENS/00194

Description of Tenderer's Commercially Sensitive Information:

- Statement of Work
- Item prices and cost information
- Enclosure to Databook and its enclosures

Cross Reference(s) to location of sensitive information in Tender:

SAAB bid ref. no.: OEY-2025-0012

Explanation of Sensitivity:

Saab has a great concern in respect of disclosing commercial sensitive information/company confidential information since it will, in Saab's opinion, strongly affect future business opportunities and relationship with other customers.

In case Saab sensitive/confidential information (service concept, prices and costs) will be known by Saab's competitors this will affect Saab's possibility of having fair competition for future contracts (a competitor would then have deeper information/knowledge about the Saab's solution than vice versa).

Details of potential harm resulting from disclosure:

Significant damages to future business if Saab's information would be known to competitors.

Period of Confidence (if applicable):

15 years

Contact Details for Transparency / Freedom of Information matters:

Name: [REDACTED]

Position: Sales Manager

Address: Solhusgatan 10, 412 89 Göteborg

Telephone Number: [REDACTED]

Email Address: [REDACTED]

Contract Reports and Meetings

Serial Number	SoW Reference	Description	Delivery Date from Date of Contract Award
1	6.2.1.2 (a)	Quarterly Progress Meeting	QPM
2	6.2.4	Quarterly Progress Report	10 working days before QPM
3	6.2.1.2 (b)	Joint Governance Board	Annually
4	6.2.1.2 (c)	Advisory Team Visit	Annually
5	6.2.1.2 (d)	Configuration Change Board	Bi-Annual
6	6.2.1.2 (e)	Project Safety and Environmental Panel	Bi Annual
7	6.2.1.2 (f)	Security Working Group	Quarterly
8	6.2.1.2 (g)	Security Vulnerability Assessments	Annually
9	6.2.6	Risk Management Plan	Delivered under JSSENS/00131 and to be updated as required.
10	6.2.3.1 (b)	System Security Management Plan	Delivered under JSSENS/00131 and to be updated as required.
11	6.2.7	Configuration and Data Management Plan	Delivered under JSSENS/00131 and to be updated as required.
12	6.2.8	Change Management Plan	Delivered under JSSENS/00131 and to be updated as required.
13	6.2.9	Roadmap Management	Annually
14	6.2.10	Government Furnished Assets Register	Delivered under JSSENS/00131 and to be updated as required.
15	6.2.3.1 (f)	Obsolescence Management Plan	Delivered under JSSENS/00131 and to be updated as required.
16	6.2.3.1 (g)	Safety and Environmental Management Plan	Delivered under JSSENS/00131 and to be updated as required.
17	6.2.3.1 (h)	Equipment Support Management Plan	Delivered under JSSENS/00131 and to be updated as required.
18	6.2.3.1 (i)	Software Support Plan	Delivered under JSSENS/00131 and to be updated as required.
19	6.3.6	Technical Publications	Delivered under JSSENS/00131 and to be updated as required.
20	6.3.7	Support Desk Log	Quarterly at the QPM

OFFICIAL-SENSITIVE COMMERCIAL

Annex K to JSSENS/00194

NOT USED

OFFICIAL-SENSITIVE COMMERCIAL

OFFICIAL-SENSITIVE COMMERCIAL

Annex L to JSSENS/00194

NOT USED

OFFICIAL-SENSITIVE COMMERCIAL

JSSENS/00194 DEFFORM 315 CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> JSSENS/00194	2. <u>CDR Number</u> 1	3. <u>Data Category</u> Repair Maintenance Operation Support	4. <u>Contract Delivery Date</u> In accordance with the delivery dates for each of the items specified on the Schedule of Requirements
5. <u>Equipment/Equipment Subsystem Description</u> Provision of CLS Support to Giraffe-AMB systems (SOR Item 1)		6. <u>General Description of Data Deliverable</u> Operating Manuals Maintenance Manuals (1st and 2nd line) Training Publications	
7. <u>Purpose for which data is required</u> The future operation, support and maintenance of the system. Future training requirements of the system		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON16 (Edn.06/21) - Repair and Maintenance Information DEFCON21 (Edn.06/21) - Retention of Records b. <u>Special IP Conditions</u> Disclosure to Third Party is subject to Saab's prior written consent and export control regulations where applicable.	
9. <u>Update/Further Submission Requirements</u> Re-issue of CD-ROM required, if technical information is amended.			
10. <u>Medium of Delivery</u> CD-ROM Upload to Defence Share		11. <u>Number of Copies</u> 1	

Annex N to JSENS/00194
DEFFORM 701
Edn 04/06**HEAD AGREEMENT FOR LICENCE TERMS FOR COMMERCIAL SOFTWARE PURCHASED BY
THE SECRETARY OF STATE FOR DEFENCE**This Agreement is made this 12 day of APRIL in the year 2019**BETWEEN**

The Secretary of State for Defence, a corporation sole, (afterwards referred to as the AUTHORITY) as represented by the Directorate of Intellectual Property Rights, Poplar 2a #2218, MOD Abbey Wood, Bristol BS34 8JH

AND

SAAB AB (PUBL), SURVEILLANCE, RADAR SOLUTIONS (afterwards referred to as the COMPANY); each being referred to as a "Party" and collectively as the "Parties".

BACKGROUND

- I. The AUTHORITY wishes to agree standard terms of licence with the COMPANY which will apply to "Commercial Software" products it procures from the COMPANY in order to avoid the need to negotiate individual terms each time those products are purchased; and
- II. The COMPANY is prepared to agree standard terms of licence with the AUTHORITY in order to facilitate sales of Commercial Software to the AUTHORITY.

For the purpose of this Agreement "Commercial Software" means software available commercially including that software modified on sale to suit the requirements of a customer.

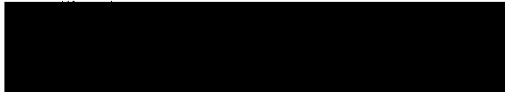
THE HEAD AGREEMENT

- I. The Parties agree that they will adopt the terms of licence set out in the Annex to this Head Agreement (the "Annex"), as the standard terms of licence for the procurement of Commercial Software by the AUTHORITY from the COMPANY and from any of its wholly owned subsidiaries for which the COMPANY is entitled to make this Head Agreement. This shall not imply that either

Party may not propose other conditions for any particular licence or that either Party shall be bound to accept any particular licence in the terms set out in the Annex.

2. Each software licence which is to be procured subject to the standard terms of licence set out in the Annex, shall be established by a schedule (the "Schedule") which incorporates those terms by making reference to this Head Agreement and the Annex. Each licence so concluded shall be legally separate from this Head Agreement.
3. Each Schedule will take the format provided in the Attachment to the Annex. Individual Schedules may include special conditions adding to, varying, or setting aside any condition set out in the Annex and in the event of any conflict between the terms of the Annex and the special conditions of a Schedule the latter shall prevail.
4. Either Party shall be entitled to terminate this Head Agreement at any time on written notice to the other Party but the termination shall not vary the conditions of or terminate any extant Licences.
5. This Head Agreement shall be subject to and construed and interpreted in accordance with the Laws of England and shall be subject to the jurisdiction of the Courts of England. Other jurisdictions may apply solely for the purpose of giving effect to this Agreement and for the enforcement of any judgement, order or award given under English jurisdiction.

Signed for and on behalf of the Secretary of State for Defence




In the capacity of DC-S 3600 - Cover 2-2 (insert capacity of signatory)

Signed for and on behalf of the COMPANY (insert name of company)



In the capacity of VP and Head of Leg (insert capacity of signatory)



**ANNEX TO THE HEAD AGREEMENT FOR LICENCE TERMS FOR COMMERCIAL SOFTWARE BETWEEN THE
SECRETARY OF STATE FOR DEFENCE AND .SAAB AB DATED 12TH April 2019**

AGREED STANDARD CONDITIONS

1 DEFINITIONS

- 1.1 "AUTHORITY" shall mean the Secretary of State for Defence.
- 1.2 "LICENSOR" shall mean the Company identified in the Head Agreement or the wholly owned subsidiary of the Company identified in the Schedule as being the Party granting the Licence to the AUTHORITY.
- 1.3 "Licensed Software" means the computer programs listed in Part I of the Schedule together with any user documentation, update programs and anything else furnished to the AUTHORITY by the LICENSOR under the Licence in connection with those listed programs, and any portion and copy of any of them.
- 1.4 "Use" (or "to Use") in relation to the Licensed Software means copying the software from a store unit or medium into equipment, customising it within its existing functionality and consistent with the user documentation, running or processing it, operating upon it, all of these acts either alone or with other programs, and producing copies including, where appropriate, in eye-readable form.
- 1.3 "Designated Equipment" means that equipment in respect of which Use of the Licensed Software is licensed. It shall be the equipment specified in Part II of the Schedule unless changed to alternative equipment in accordance with the provisions of Clauses 2.3 or 2.4.
- 1.4 "Designated Site" means that site for which the Licensed Software is licensed. It shall be the site specified at Part III of the Schedule unless changed to an alternative site in accordance with the provisions of Clause 2.3.
- 1.5 "Licence" means the rights granted by the LICENSOR to the AUTHORITY in respect of the Licensed Software and all the conditions associated with it, as set out in the Standard Conditions in combination with a relevant Schedule.
- 1.6 "Schedule" means a schedule to the Head Agreement (in the format provided in the Attachment to this Annex) established by signature of the AUTHORITY and the LICENSOR, under which the LICENSOR undertakes to supply the Licensed Software for Use by the AUTHORITY under the conditions of the Licence. Each Schedule, in combination with these Standard Conditions, constitutes a distinct Licence independent of any other Licence existing by operation of the Head Agreement.
- 1.7 "Standard Conditions" means the conditions set out in this Annex to the Head Agreement, comprising Clauses 1 to 15.
- 1.8 "Special Conditions" means those conditions (if any) specified in Part VIII of the Schedule.

2 LICENCE GRANT

- 2.1 The AUTHORITY may Use the Licensed Software on the Designated Equipment at the Designated Site in accordance with the Licence from the date of receipt of the Licensed Software by the AUTHORITY.
- 2.2 The AUTHORITY may allow contractors of the AUTHORITY and their sub-contractors to Use the Licensed Software on the Designated Equipment at the Designated Site on AUTHORITY contracts only, provided that the AUTHORITY ensures or procures that those contractors and sub-contractors are bound by the conditions of the Licence and that, unless prevented by security considerations, the AUTHORITY shall notify the LICENSOR of the identity of those contractors or sub-contractors as soon as is reasonably practical. The AUTHORITY shall not charge for that Use.
- 2.3 The AUTHORITY may specify alternative Designated Equipment or an alternative Designated Site by notification to the LICENSOR, in which case Clause 2.1 shall apply only to the alternative Designated Equipment or Designated Site as notified. However, in the event that the alternative Designated Equipment shall be equipment of a greater processing capacity or capability or a different operating system outside the parameters of the original Designated Equipment the LICENSOR may require the AUTHORITY to pay a fair and reasonable additional fee which will not exceed the difference between the corresponding fees shown in respect of Use of the Licensed Software on the existing and alternative Designated Equipment respectively in the LICENSOR's price list current at the time when the AUTHORITY has specified the alternative Designated Equipment.
- 2.4 The AUTHORITY may Use the Licensed Software on alternative equipment if the Designated Equipment is temporarily inoperative until the Designated Equipment is again operative without notification or additional payment to the LICENSOR.
- 2.5 Notwithstanding the above, the AUTHORITY may copy the Licensed Software in machine-readable form for back-up purposes for Use of the Licensed Software. The AUTHORITY may also create eye readable copies of documentation solely for utilisation by operating personnel of the Licensed Software. All copyright in such copies shall remain the property of the LICENSOR.

3 DELIVERY AND ACCEPTANCE

- 3.1 The LICENSOR shall deliver the Licensed Software at a time and to a place agreed with the AUTHORITY.
- 3.2 The LICENSOR or the AUTHORITY as mutually agreed shall install each program of the Licensed Software on the Designated Equipment and test it against acceptance tests if agreed between the LICENSOR and the AUTHORITY.
- 3.3 The AUTHORITY may reject the Licensed Software within the acceptance period specified in Part IV of the Schedule only (which period starts on receipt of the Licensed Software by the AUTHORITY) if it fails an agreed acceptance test or if it does not perform on the Designated Equipment in accordance with the functionality set

out in an agreed statement or user document provided by the LICENSOR. The AUTHORITY shall be understood to have accepted the Licensed Software if it has not been validly rejected before the expiry of the acceptance period.

- 3.4 If the AUTHORITY rejects the Licensed Software in accordance with Clause 3.3 the Licence for it shall terminate and the AUTHORITY shall be entitled to reimbursement of any fees paid in respect of the Licensed Software.
- 3.5 The AUTHORITY and the LICENSOR may mutually agree to extend the acceptance period, or to amend the Schedule appropriately, for any Licensed Software that would otherwise have been rejected under Clause 3.3.

4 PAYMENT

- 4.1 The LICENSOR will invoice the AUTHORITY for the agreed licence fees in the amount and in accordance with the invoice arrangements set out respectively in Parts V and VI of the Schedule on or after receipt by the AUTHORITY of the Licensed Software.
- 4.2 The AUTHORITY shall pay the invoice value within 30 days from the later of delivery of the Licensed Software or the date of receipt of a valid invoice related to that Licensed Software. Payment does not constitute acceptance of the Licensed Software.

5 CONFIDENTIALITY

- 5.1 Subject to Clause 5.2 and except as otherwise agreed in writing, the AUTHORITY and the LICENSOR shall each hold in confidence and shall not use, disclose or otherwise make available, except in accordance with the Licence, all the following information received from the other under or in connection with the Licence:

- a. the Licensed Software;
- b. details of the AUTHORITY's use and application of the Licensed Software;
- c. any other information which is identified as being disclosed in confidence at the time of disclosure

provided that:

the obligation for b. and c. relates only to information received in writing or other material form; and
if such information is disclosed orally, the obligation shall apply for 30 days unless the discloser confirms such information in writing or other material form within 30 days when the obligation of confidence shall apply thereafter.

- 5.2 The obligations under Clause 5.1 shall not require the receiving Party to maintain confidence in, or refrain from using, any part of the information to the extent that the receiving Party can show that such part of the information:
- a. was already known to that Party, without restraint on use or disclosure, prior to the date of receipt or acquisition under or in connection with the Licence; or
 - b. has been received by that Party, without restraint on use or disclosure, from a third party having the right to disclose it; or
 - c. has entered the public domain otherwise than in breach of the Licence or any other agreement between the Parties; or
 - d. was generated by that Party independently of the information which is subject to Clause 5.1;

provided that the relationship of such part of the information to the remainder of the information which is subject to Clause 5.1 is not revealed.

- 5.3 The obligations under Clause 5.1 shall be perpetual.
- 5.4 The AUTHORITY shall ensure or procure that any individual to whom the Licensed Software is made available is made aware of, and complies with, the obligations as to confidentiality and other relevant conditions of the Licence.
- 5.5 The AUTHORITY shall reproduce and maintain any copyright notices and trade marks on or in any of the copies of the Licensed Software made in accordance with the Licence, including partial copies, and on any software changed under the terms of the Licence.

6 IPR ACTIONS AND LIABILITIES FOR IPR INFRINGEMENT

- 6.1 The LICENSOR declares that he is entitled as either owner or licensee to provide the Licensed Software to the AUTHORITY on the terms and conditions of the Licence.
- 6.2 Subject to the limitations imposed in Clauses 6.3 and 6.4, the LICENSOR shall assume all liability and indemnify the AUTHORITY against all costs or liabilities arising under any valid claim or action brought by a third party against either Party, or against any of its contractors (which expression shall include any sub-contractor) engaged in tasks relevant to the provision of the Licensed Software or to the AUTHORITY's exercise of the Licence, in respect of any third party intellectual property right, including a patent, registered or unregistered design right, trade mark, copyright, trade secret or confidential information, which relates to the supply of the Licensed Software or the Use of the Licensed Software in accordance with the Licence by the AUTHORITY or its contractor, then:

- (a) If the claim or action is brought against the LICENSOR he shall take full responsibility for dealing with settling or defending the claim or action;
- (b) If any claim is made against the AUTHORITY or its contractors the LICENSOR shall be given full responsibility for dealing with settling or defending the claim as appropriate in his judgement;
- (c) If legal action is taken against the AUTHORITY or its contractor that Party shall be entitled to join the LICENSOR in the action.

6.3 Clause 6.2 shall not apply, and the AUTHORITY shall assume all liability for and indemnify the LICENSOR and its contractors, against all costs and liabilities under the claim or action in the event that it arises as a consequence of any of :

- a. Use of the Licensed Software by the AUTHORITY, or by a contractor permitted to use the Licensed Software pursuant to Clause 2.2, outside the LICENSOR's specification or user documentation on the Designated Equipment or in a manner outside the reasonable knowledge or expectation of the LICENSOR or in circumstances particular to the AUTHORITY as distinct from other customers for the equivalent Licensed Software;
- b. Use of modifications to the Licensed Software not provided or not approved in writing by the LICENSOR;
- c. infringement by the LICENSOR of any third party intellectual property right by reason only of use of any material provided by the AUTHORITY for the purposes of the Licence, but only to the extent that this material is held and used within the terms under which it was provided and used solely for the purposes of the Licence.

6.4 Clause 6.2 shall not apply in the event that, without the consent of the LICENSOR (which shall not be unreasonably withheld) the AUTHORITY:

- a. has made or makes an admission of any sort to the third party relevant to the claim or action;
- b. the AUTHORITY has entered or enters into negotiations with the third party relevant to the claim or action;
- c. the AUTHORITY has made or makes an offer to the third party for settlement of the claim or action.

6.5 Each Party undertakes to notify and consult the other promptly in the event of any enquiry, claim or action brought or likely to be brought against it or its contractor or the Parties jointly, which relates to infringement of any third party intellectual property right in connection with the supply or Use of the Licensed Software under the Licence. By joint agreement, the AUTHORITY may take the lead in dealing with settling and defending

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any such enquiry claim or action made against it directly in consultation with the LICENSOR and, subject to the LICENSOR's agreement as to the terms of any settlement, this shall not displace any liability of the LICENSOR arising under Clause 6.2. If any claim is made against the AUTHORITY under Section 55 of the Patents Act 1977 as a result of the AUTHORITY's use of the Software, and if the AUTHORITY offers a settlement of the claim, otherwise than as a result of a Court order and without the agreement of the LICENSOR, the LICENSOR shall be relieved of any liability which might otherwise arise under Clause 6.2.

- 6.6 In the event that any claim or action is made which is subject to Clause 6.2 or if in the LICENSOR's reasonable opinion such claim or action is likely to be made, the LICENSOR shall promptly utilise all reasonable endeavours to:
- a. establish or secure the AUTHORITY's right to continue to Use the Licensed Software or, failing to do so,
 - b. avoid that claim or action by, and after consultation with the AUTHORITY as to how to minimise the AUTHORITY's loss of Use of the Licensed Software, replacing or modifying the Licensed Software without significant change to the specification of the Licensed Software all at the LICENSOR's expense, including installation and testing.
- 6.7 In the event of the LICENSOR being unable to satisfy the requirements of sub-Clauses 6.6a. or 6.6b. the LICENSOR may terminate the Licence relating to the Licensed Software upon not less than three months written notice unless a lesser period is determined by any court order, and the LICENSOR shall make a refund of the licence fee to the AUTHORITY, either in full or with the agreement of the AUTHORITY (which shall not be unreasonably withheld) of a portion of the licence fee representing the lost portion of the Licence.
- 6.8 The conditions set forth in clauses 6.2 to 6.7 represents the total liability and responsibility of each Party to the other under a Licence in respect of any actual or alleged infringement of any intellectual property right owned by a third party, and take precedence over any other liability condition in the Licence.

7 WARRANTY

- 7.1 LICENSOR warrants that discrepancies between Licensed Software and the LICENSOR's specification or user documentation current at the time of delivery reported and demonstrated by the AUTHORITY during the warranty period stated in Part VII of the Schedule will be remedied by LICENSOR without unreasonable delay in a manner commensurate with good software industry practice and without payment by the AUTHORITY. During the warranty period the LICENSOR undertakes to provide to the AUTHORITY free of charge corrections to material errors known to the LICENSOR.
- 7.2 All warranties in the Licensed Software and its user documentation other than that given under Clause 7.1 are hereby excluded including, without limitation, the implied warranty and conditions of satisfactory quality and fitness for a particular purpose, but this shall not prejudice the right of the AUTHORITY to reject the Licensed Software in accordance with Clause 3.3.

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- 7.3 No oral or written information or advice given by the LICENSOR, its agents or employees shall create a warranty or extend the scope of the warranty given under Clause 7.1.
- 7.4 The LICENSOR shall utilise all reasonable endeavours to ensure that any Licensed Software supplied, irrespective of the mode of delivery, is free from any published computer virus. In the event that it can be shown that, at the time of delivery, the Licensed Software incorporated such a virus then the AUTHORITY may require the LICENSOR to remove the virus and within the limits of backup data provided by the AUTHORITY to restore any computer system incorporating the Designated Equipment to its pre-infected state or bear the cost of the necessary restoration work.

8 GENERAL LIABILITY CONDITIONS

- 8.1 The LICENSOR shall have no liability to the AUTHORITY for any indirect or consequential damages or losses which might arise by reason of Use of the Licensed Software by or for the AUTHORITY including, without limitation, loss of profit, loss of revenue, loss of use, loss of business information produced by Use of the Licensed Software.

8.2 The exclusion provided under Clause 8.1 shall not apply where the AUTHORITY suffers loss because of a defect within the Licensed Software which defect is known to the LICENSOR at the time the Licensed Software is furnished to the AUTHORITY unless the AUTHORITY has previously been made aware of and accepted the presence of the defect and its relevance to the AUTHORITY's application of the Licensed Software.

- 8.3 The total of the LICENSOR's liability under or in connection with this Agreement (whether arising from contract, negligence or any other basis) is limited in respect of each event or series of connected events to the value given in Part IX of the Schedule, provided that no limitation shall apply in respect of liability for death of or injury to persons arising from the LICENSOR's negligence, as provided by the Unfair Contracts Act 1977, and, except in relation to sub-Clause 13.2.2, no limitation shall apply in respect of any liability arising under the provisions of Clause 6.2.

9 TERM AND TERMINATION OF THE LICENCE

- 9.1 Each Licence shall continue until the AUTHORITY terminates it by written notification to the LICENSOR, or it is terminated pursuant to Clauses 3.4 or 6.7.
- 9.2 The AUTHORITY shall within thirty days of termination of a Licence, through all reasonable endeavours and to the best of its knowledge, return or destroy, at the LICENSOR's option, all originals and destroy all copies of the Licensed Software including partial copies and modifications except that the AUTHORITY may on prior written authorisation from the LICENSOR retain one copy for archival purposes only. The AUTHORITY shall promptly certify in writing once it has so done.
- 9.3 In the event of the LICENSOR drawing the attention of the AUTHORITY to a breach of any condition of a Licence then:

- a. where the breach is of a nature that cannot be remedied, the AUTHORITY undertakes to settle with the LICENSOR on fair and reasonable terms and to utilise all reasonable endeavours to ensure that a further breach does not occur,
- b. where the breach is capable of being remedied, the AUTHORITY shall promptly remedy the breach and where appropriate put in place measures to ensure that a further breach does not occur. The AUTHORITY shall indemnify the LICENSOR for all loss and damage incurred by him as a result of the breach.

9.4 The termination of any Licence shall be without prejudice to the continuation of the Head Agreement or any other Licence under it.

10 COMBINATION OF SOFTWARE

- 10.1 The AUTHORITY may combine all or part of the Licensed Software with other materials to form a new work. Any portion of the Licensed Software included in a new work shall be Used only on Designated Equipment and shall be subject to the conditions of the Licence. The LICENSOR shall be absolved from any obligation or liability under the Licence to the extent that this arises as a result of the creation or use of any new work not approved in writing by the LICENSOR.

11 OUTPUT

- 11.1 The AUTHORITY may freely copy and utilise any output resulting from Use in accordance with LICENSOR - supplied documentation of the Licensed Software.

12 DISPUTES

- 12.1 Other than for any claim arising from non payment of a valid invoice should any question, dispute or difference whatsoever arise between the AUTHORITY and LICENSOR in relation to or in connection with this Agreement or the Schedule of any Licence granted under it, the AUTHORITY or the LICENSOR may give notice to the other in writing of the existence of that question, dispute or difference and both Parties will attempt to reach a solution. If no mutually acceptable solution is found the AUTHORITY or the LICENSOR may give notice to the other in writing (the ADR notice) that the matter is to be referred to Alternative Dispute Resolution (ADR).
- 12.2 Upon receipt of the ADR notice and subject to sub-Clause 12.3, the Parties shall define the type of ADR to be adopted and the rules for its implementation. Failing agreement to adopt, or to achieve, resolution by one such type, the Parties may decide to adopt a second type of ADR. The Parties agree that after a period of two (2) months from the date of receipt of the ADR notice, or such other date as may be agreed by the Parties, and provided that the dispute remains unresolved, it shall finally be settled by arbitration by a sole arbitrator at the request in writing by either party to the other. Failing agreement on the appointment of the arbitrator within 14 days of receipt of such request, the arbitrator shall be appointed by the President for the time being of the Law

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Society, in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it. The costs of any ADR shall be shared equally by the AUTHORITY and the LICENSOR, however, the costs of arbitration shall be settled by the arbitrator.

- 12.3 Where a Party rejects the referral of the matter to ADR he shall promptly notify the other Party in writing of that rejection and the reasons for it.

13 TRANSFER

- 13.1 The LICENSOR shall not assign his interest in any Licence or the intellectual property licensed thereunder without providing for the continuance of the AUTHORITY'S rights under the Licence and without notifying the AUTHORITY in writing of the identity of the assignee.

13.2 Unless prevented by law or national regulation the AUTHORITY shall have the right to novate any Licence to a separate legal entity, without charge to itself or the legal entity, upon two months written notice to the LICENSOR, as provided below:

13.2.1 following a transfer from the AUTHORITY to the legal entity of any function of the AUTHORITY for which the Licensed Software has been obtained; or

13.2.2 on disposal to the legal entity of surplus Designated Equipment where the Licensed Software is essential to the running of that equipment, whether or not it is embedded in the equipment, provided that all warranties (whether express or implied) and all indemnities shall be void, the Licensed Software shall be supplied "as is", and the liability referred to in Clause 8.3 shall be ten pounds sterling only.

PROVIDED THAT the Licensed Software novated in accordance with this sub-Clause may only be used for the same purposes for which the Authority was licensed in accordance with Clause 2 and wider use shall require the written approval of, and the grant of a further licence by, the LICENSOR.

14 DISCONTINUANCE OF BUSINESS

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- 14.1 The AUTHORITY shall have the right to secure from the LICENSOR, or from the authorised trustees or receivers acting on behalf of the LICENSOR, in the event of the LICENSOR permanently ceasing to maintain the Licensed Software or the LICENSOR permanently discontinuing in business because of bankruptcy, receivership, dissolution, or other form of permanent business disruption and that business is not continued by a successor in interest to the LICENSOR to whom the benefits and obligations of this Agreement and any licence granted under it have been assigned, Licensed Software documentation including program source code in the possession and control of the LICENSOR, but no more than the LICENSOR uses himself, as the AUTHORITY shall consider necessary for it to maintain and continue its normal Use of the Licensed Software for the duration of the Licence but for no other purpose.
- 14.2 If so required by a Special Condition, the LICENSOR shall compile and maintain, at a price or in accordance with a price formula identified in the Special Condition, an up to date copy of the Licensed Software documentation to which the AUTHORITY is entitled under Clause 14.1 which copy shall be held by the LICENSOR as a bailee without lien for the AUTHORITY and be made available to the AUTHORITY without additional charge. In the absence of such a Special Condition, the copy shall be prepared on the AUTHORITY's demand and it shall be made available to the AUTHORITY at a fair and reasonable price based on the cost of compilation, reproduction and dispatch.
- 14.3 The AUTHORITY shall have the right to utilise the Licensed Software documentation to which it is entitled under Clause 14.1 for the purpose of maintaining its Use of the Licensed Software for the duration of the Licence but for no other purpose. The AUTHORITY shall hold in confidence all information in the documentation.

15 GENERAL

- 15.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable to any extent then:
- a. that provision shall (to the extent it is invalid, illegal or unenforceable) be given no effect and shall be understood not to be included in the Agreement but without invalidating any of the remaining provisions of the Agreement; and
 - b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable provision the effect of which is as close as possible to the effect of the invalid, illegal or unenforceable provision.
- 15.2 No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy, shall by itself constitute a waiver of that right or remedy.
- 15.3 No waiver of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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- 15.4 Neither the LICENSOR nor the AUTHORITY shall be liable for failure to perform any of its obligations under the Licence if that failure results from circumstances beyond its reasonable control.
- 15.5 Headings have been included for convenience only and shall not be used in construing any condition of the Licence.
- 15.6 The Licence shall be subject to and construed and interpreted in accordance with the Laws of England and shall be subject to the non-exclusive jurisdiction of the Courts of England for the enforcement of any arbitral decision.
- 15.7 The Licence shall constitute the entire agreement between the Parties relating to the Licensed Software and supersedes any previous agreement.
- 15.8 No right is granted to any person who is not a Party to the Licence to enforce any term of the Licence in his own right and the Parties declare that they have no intention to grant any such right.

ATTACHMENT TO ANNEX TO HEAD AGREEMENT – STANDARD FORM OF LICENSING SCHEDULE

SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND SAAB AB (PUBL),
SURVEILLANCE, SURFACE SENSOR SOLUTIONS DATED.....Version Number: 1.0

CONTRACT REFERENCE NUMBER: JSENS/00194

By their respective signatures of this Schedule the Secretary of State For Defence (the "AUTHORITY") undertakes to purchase a license to use and SAAB AB (PUBL), Surveillance, Surface Sensor Solutions (the "LICENSOR") undertakes to supply the Licensed Software during the license period for Use on the Designated Equipment at the Designated Site (all as identified below) under the Standard Conditions set down in the Annex to the Head Agreement and any Special Conditions set down in Part VIII below which may vary or add to those Standard Conditions.

PART I - LICENSED SOFTWARE PROGRAMS

Extension of G-AMB Emulator License (Medium to High Fidelity) in accordance with G-AMB CLS Statement of Work (Annex A to JSENS/00194).

PART II - DESIGNATED EQUIPMENT

Non-ruggedized desktop/laptop computers with two network interfaces provided by the LICENSOR.

PART III - DESIGNATED SITE

The approved Designated Sites are the system integration laboratories (SIL) of QinetiQ, MBDA and Lockheed Martin, at the following addresses:

QinetiQ
Integrated Air and Missile Defence
AT 201, Alan Turing Building
Malvern WR14 3pS
UK

MBDA
Gold Course Ln.
Bristol BS34 7QS
UK

Lockheed Martin UK
Reddings Wood, Ampthill
Beds MK45 2HD
UK

PART IV – ACCEPTANCE PERIOD & TEST

N/A, not a new delivery.

PART V - LICENCE FEES

Payment for license fees in accordance with Clause 8.1 (Payment) of Contract JSENS/00194.

PART VI - INVOICE ARRANGEMENTS

[for the Authority to complete]

Electronic payments shall be made in CP&F in accordance with the terms of Contract JSENS/00194.

PART VII - WARRANTY PERIOD

N/A, not a new delivery.

PART VIII - SPECIAL CONDITIONS

- The license provisions in this Schedule shall apply to G-AMB Emulators provided by the Contractor to the Authority under Contract JSENS/00131 for continued Use under JSENS/00194. The provisions herein replace the license terms in Appendix 1 and Appendix 2 to Annex N to JSENS/00131 and Appendix 1 and Appendix 2 to Annex N to JSENS/00198. Hence, Standard Condition 3 shall not apply to this Schedule.
- Condition Precedent: The Parties acknowledge that delivery, disclosure and use of Licensed Software and Designated Sites are subject to approval by the Swedish export authority. Standard Condition 13.2 shall not apply to this Schedule.
- License Period: the license period shall be in accordance with the time period set out in SoR 1.1 Item 3 of the Contract, unless earlier terminated in accordance with the terms of the Standard Conditions. Standard Condition 9.1 shall not apply to this Schedule.
- The only permitted 'Purpose' to Use the Licensed Software is:
 - to also support integration of the G-AMB Mod C radars to LEAPP (QQ and MBDA)
 - test and verification purposes only (LM license)
- Definition "Use" in Standard Conditions 1.4 is limited to the expressed Purpose above and may only be used on LICENSOR supplied Designated Equipment in accordance with Part II and Part III. The Licensed Software may not be copied, customized or modified. Standard Condition 2.5 shall not apply.
- For the purposes of this Schedule, Standard Conditions 2.2 – 2.5 shall not apply. The Authority may request to use the Licensed Software at alternative Designated Sites but use at such sites is subject to the LICENSOR's prior written approval (which shall not be unreasonably withheld) and also subject to approval by the Swedish export authority.
- For the purposes of Standard Condition 9.2 the Authority shall return the Licensed Software (and Designated Equipment) to the LICENSOR at the end of the Licence Period or if the License is terminated for any other reason.
- For the purposes of this Schedule, Standard Condition 14 (14.1 – 14.3) shall not apply.
- The emulation environment/emulator may not be disclosed to any other third party or Used outside the Purpose or outside the Designated Site(s) or beyond the Licence Period without the prior written agreement of the LICENSOR.
- The LICENSOR is responsible for providing GAMB Mod C UK characteristics to an agreed level of fidelity and that the emulators also support integration as agreed within the LEAPP Contractors lab test environment; interface connectors, data ports, IP addresses, start/stop, scenario file loading, time synchronisation etc. and corrections required to these aspects.

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- The LICENSOR is not responsible for the wider LEAPP system of systems integration. Should the emulation environment/emulator be deemed insufficient, the Parties shall together discuss an alternative solution. The solution shall be subject to export control approval and agreed formally through Contract Amendment.

Provisions for library compiler or software generator.

PART IX – LIMITS OF LICENSOR's LIABILITY

In the event that no separate limit of liability is inserted in connection with the Licence the LICENSOR's liability under this PART IX shall not exceed five million pounds sterling.

FOR LICENSOR

Signed

Name

[*Print Name*]

Appointment

Date

FOR AUTHORITY

Signed

Name

[*Print Name*]

Appointment

Date

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ATTACHMENT TO ANNEX TO HEAD AGREEMENT – STANDARD FORM OF LICENSING SCHEDULE

SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND SAAB AB (PUBL),
SURVEILLANCE, SURFACE SENSOR SOLUTIONS DATEDVersion Number: 1.1
CONTRACT REFERENCE NUMBER: JSSENS/00194

By their respective signatures of this Schedule the Secretary of State For Defence (the "AUTHORITY") undertakes to purchase a license to use and SAAB AB (PUBL), Surveillance, Surface Sensor Solutions (the "LICENSOR") undertakes to supply the Licensed Software during the license period for Use on the Designated Equipment at the Designated Site (all as identified below) under the Standard Conditions set down in the Annex to the Head Agreement and any Special Conditions set down in Part VIII below which may vary or add to those Standard Conditions.

PART I - LICENSED SOFTWARE PROGRAMS

Extension of G-AMB Emulator License (Low Fidelity) in accordance with G-AMB CLS Statement of Work (Annex A to JSSENS/00194)

PART II - DESIGNATED EQUIPMENT

Non-ruggedized desktop/laptop computers with two network interfaces provided by the LICENSOR.

PART III - DESIGNATED SITE

The approved Designated Sites are the system integration laboratories (SIL) of Rafael and its subcontractor Babcock, at the following addresses:

Rafael Advanced Defence Systems Ltd.
3102102 Haifa
Israel

Babcock SIL
Ashton House, Ashton Vale Rd, Bristol BS3 2HQ,
United Kingdom

mPrest
park Ofer, Em Hamoshavot Road 94, Alon A bidg. 4th floor Bristol
UK

PART IV – ACCEPTANCE PERIOD & TEST

N/A, not a new delivery.

PART V - LICENCE FEES

Payment for license fees in accordance with Clause 8.1 (Payment) of Contract JSSENS/00194.

PART VI - INVOICE ARRANGEMENTS

[for the Authority to complete]

Electronic payments shall be made in CP&F in accordance with the terms of Contract JSENS/00194.

PART VII - WARRANTY PERIOD

N/A, not a new delivery.

PART VIII - SPECIAL CONDITIONS

- The license provisions in this Schedule shall apply to G-AMB Emulators provided by the Contractor to the Authority under Contract JSENS/00131 for continued Use under JSENS/00194. The provisions herein replace the license terms in Appendix 1 and Appendix 2 to Annex N to JSENS/00131 and Appendix 1 and Appendix 2 to Annex N to JSENS/00198. Hence, Standard Condition 3 shall not apply to this Schedule.
- Condition Precedent: The Parties acknowledge that delivery, disclosure and use of Licensed Software and Designated Sites are subject to approval by the Swedish export authority. Standard Condition 13.2 shall not apply to this Schedule.
- License Period: the license period shall be in accordance with the time period set out in SoR 1.1 Item 4 of the Contract, unless earlier terminated in accordance with the terms of the Standard Conditions. Standard Condition 9.1 shall not apply to this Schedule.
- The only permitted "Purpose" to Use the Licensed Software is:
 - for support of integration activities for Giraffe AMB UK with BMC4I, performed by Rafael Advanced Defence Systems Ltd as being the system integrator and supplier of BMC4I for UK GBAD XX.
- Definition "Use" in Standard Conditions 1.4 is limited to the expressed Purpose above and may only be used on LICENSOR supplied Designated Equipment in accordance with Part II and Part III. The Licensed Software may not be copied, customized or modified. Standard Condition 2.5 shall not apply.
- For the purposes of this Schedule, Standard Conditions 2.2 – 2.4 shall not apply. The Authority may request to use the Licensed Software at alternative Designated Sites but use at such sites is subject to the LICENSOR's prior written approval (which shall not be unreasonably withheld) and also subject to approval by the Swedish export authority.
- For the purposes of Standard Condition 9.2 the Authority shall return the Licensed Software (and Designated Equipment) to the LICENSOR at the end of the Licence Period or if the License is terminated for any other reason.
- For the purposes of this Schedule, Standard Condition 14 (14.1 – 14.3) shall not apply.
- The emulation environment/emulator may not be disclosed to any other third party or Used outside the Purpose or outside the Designated Site(s) or beyond the License Period without the prior written agreement of the LICENSOR.
- The LICENSOR is responsible for providing GAMB Mod C UK characteristics to an agreed level of fidelity and that the emulators also support integration as agreed within the BMC4I Contractors lab test environment; interface connectors, data ports, IP addresses, start/stop, scenario file loading, time synchronisation etc. and corrections required to these aspects.

- The LICENSOR is not responsible for the wider BMC4I system of systems integration. Should the emulation environment/emulator be deemed insufficient, the Parties shall together discuss an alternative solution. The solution shall be subject to export control approval and agreed formally through Contract Amendment.

Provisions for library compiler or software generator.

PART IX – LIMITS OF LICENSOR's LIABILITY

In the event that no separate limit of liability is inserted in connection with the Licence the LICENSOR's liability under this PART IX shall not exceed five million pounds sterling in aggregate.

FOR LICENSOR

Signed

Name

[Print Name]

Appointment

Date

FOR AUTHORITY

Signed

Name

[Print Name]

Appointment

Date

Export Control Statement

1. General for the G AMB product

1.1 Foreign export licenses (Non-UK)

The G AMB is subject to Swedish and US export control regulations. Swedish Export Control is governed by the Swedish government through the Swedish Inspectorate of Strategic Products (ISP).

In order for the Contractor to deliver export controlled items the Authority may be required to:

- Sign an End-User Certificate (EUC), for the Swedish ISP.
- If applicable sign a DSP-83 for an ITAR component/part defined as Significant Military Equipment (SME), for the Department of State

The Contractor will keep the Authority advised on all export obligations that will affect the Authority during the execution of the Contract. It is acknowledged that regulatory changes within other foreign countries may have an impact on Authority's obligations under the Contract such as; changes to the type of End-User Certificate that may be required to be signed and/or the export and re-export regulations.

1.2 Implications and restrictions

It is acknowledged that EUC will imply that the deliverables are for the exclusive use of the Authority and that the Authority is not allowed to export or re-export the deliverables without ISP's prior consent.

It is acknowledged that the Authority must comply with all provisos in a DSP-83 (when applicable).

It is acknowledged that the Contractor and its suppliers will apply for all applicable licences in due time before delivery under the Contract, and that the Authority will undertake to issue any applicable certificates to support the applications and assist the Contractor in applying for export permits and licences, as needed and requested the Contractor. The refusal or withdrawal of necessary government approvals shall be considered as an excusable delay (Force Majeure) event.

Export license numbers and any restrictions of the licences cannot be known prior to receipt of approved licenses.

In case of any re-transfer and/or re-export of an ITAR controlled component/part, the Authority is obliged to apply for re-transfer and re-export licenses from the Department of State.

1.3 List of identified ITAR controlled components

The delivered G-AMBs do no longer contain ITAR controlled components/parts as the components/parts have transitioned over to the EAR.

Should the delivered G AMBs be subject to modifications/alterations/obsolescence/change of component/part and/or change of ITAR/EAR regulations the Authority might be required to sign a DSP-83 not today known by the Contractor.

2. SUPPORT OF THE G AMB PRODUCT

All spares (the replaced item) and leased equipment must be returned to Sweden.

New items delivered under the Contract will be subject to Swedish and US export control regulations (when applicable) which requires signature of an EUC for those items. In relation to this, please also note that modifications/alterations/obsolescence/change of component/part also might require signature of an EUC.

OFFICIAL-SENSITIVE COMMERCIAL

The Authority will be responsible for arranging any export/import licences and/or associated paper work to allow the G AMB including spares and leased equipment to be operated by the UK Armed Forces.

In case of conflict between Swedish and US export control regulations and conditions in DEFCON 528, the regulations shall prevail.

OFFICIAL-SENSITIVE COMMERCIAL

OFFICIAL-SENSITIVE COMMERCIAL

Annex P to JSSENS/00194- REDACTED

OFFICIAL-SENSITIVE COMMERCIAL

OFFICIAL-SENSITIVE COMMERCIAL

Annex Q to JSSENS/00194- REACTED

OFFICIAL-SENSITIVE COMMERCIAL

OFFICIAL-SENSITIVE COMMERCIAL

Annex R to JSSENS/00194- REDACTED

OFFICIAL-SENSITIVE COMMERCIAL