



Ministry  
of Defence



# ABEO: Improved Rocket Propelled Grenade Protection Post Design Services

## Terms and Conditions

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Protected Mobility Vehicle Programme  
Defence Equipment and Support  
Spruce 2A #1309  
MoD Abbey Wood South  
Bristol  
BS34 8JH

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<b>A</b>	DEFFORM 111 - Addresses and Other Information
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<b>Annexes:</b>	
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<b>A</b>	Statement of Work (SOW)
<b>B</b>	Non-Core Service Tasking Form
<b>C</b>	Approved Non-Core Service Tasks
<b>D</b>	Rates
<b>E</b>	Key Performance Indicators (KPIs)
<b>F</b>	Security Aspect Letter (SAL)
<b>G</b>	Government Furnished Assets (GFA)
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<b>I</b>	DEFFORM129J - The Use Of The Electronic Business Delivery Form
<b>J</b>	DEFFORM 177 - Design Rights
<b>K</b>	DEFFORM 315 – Contract Data Requirement

## 1. SCHEDULE OF REQUIREMENTS

<b>Name and Address of Tenderer</b>  AMSAFE BRIDPORT LTD THE COURT WEST STREET BRIDPORT DORSET DT6 3QU	<b>MINISTRY OF DEFENCE</b>	<b>Tender No</b>  <b>PMVP/00006</b>
	Schedule of Requirements for <b>ABEO Post Design Services (PDS)</b>	
<b>Issued With</b>  <b>DEFFORM 10</b>	<b>On</b>  <b>20 December 2016</b>	<b>Previous Contract No</b>

### Requirements

Item Number	Description	Quantity	Unit Of Measure	Firm Price All £ (ex-VAT)
1.	Provision of a Kick off Meeting following Contract award in accordance with paragraph 3.4.1 of the Statement of Work at Annex A to the Contract.	1	Each	██████████
2.	Provision of Core Services in accordance with the Statement of Work at Annex A to the Contract –  a. From 1 <sup>st</sup> January 2017 to 31 <sup>st</sup> December 2017 b. From 1 <sup>st</sup> January 2018 to 31 <sup>st</sup> December 2018 c. From 1 <sup>st</sup> January 2019 to 31 <sup>st</sup> December 2019 d. From 1 <sup>st</sup> January 2020 to 31 <sup>st</sup> December 2020	1 1 1 1	Each Each Each Each	██████████
3.	Provision of Ad Hoc Non-Core Service tasks in accordance with the Statement of Work at Annex A to the Contract.	1		See Approved Tasking List at Annex C to the Contract.

## **2. GENERAL CONDITIONS**

DEFCON 501 (Edn. 03/15) - Definitions and Interpretations

DEFCON 515 (Edn. 10/04) - Bankruptcy and Insolvency

DEFCON 516 (Edn. 04/12) – Equality

DEFCON 518 (Edn. 11/12) – Transfer

DEFCON 520 (Edn. 08/15) - Corrupt Gifts and Payments of Commission

DEFCON 521 (Edn. 04/12) - Sub-Contracting to Supported Businesses

DEFCON 526 (Edn. 08/02) – Notices

DEFCON 527 (Edn. 09/97) – Waiver

DEFCON 528 (Edn. 05/12) - Overseas Expenditure, Import and Export Licences

The Contractor's attention is drawn to clause 1 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale.

DEFCON 528App (Edn.) - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences

DEFCON 529 (Edn. 09/97) - Law (English)

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

DEFCON 531 (Edn. 11/14) - Disclosure of Information

DEFCON 532A (Edn. 06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

DEFCON 538 (Edn. 06/02) – Severability

DEFCON 539 (Edn. 08/13) – Transparency

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

DEFCON 566 (Edn. 10/16) - Change of Control of Contractor

DEFCON 620 (Edn. 06/14) - Contract Change Control Procedure

DEFCON 656A (Edn. 08/16) - Termination for Convenience

DEFCON 659A (Edn. 11/14) - Security Measures

## **2.1. Language**

- 2.1.1. This Contract is drafted in the English language. If this Contract is translated into any other language, the English language version shall take precedence.
- 2.1.2. Any notice given under or in connection with this Contract shall be in the English language. All other documents provided under or in connection with this Contract shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall take precedence, unless the document is a constitutional, statutory or other official document.

## **2.2. Precedence**

- 2.2.1. In the event of a conflict arising between any of the Contract documentation including reference documentation, the conflict shall be resolved according to the following descending order of precedence:
  - 2.2.1.1. Schedule of Requirements (SOR)
  - 2.2.1.2. Narrative Terms and Conditions of the Contract
  - 2.2.1.3. DEFCONS
  - 2.2.1.4. Annex A (Statement of Work) of the Contract
  - 2.2.1.5. All other Annexes to Contract at equal precedence
  - 2.2.1.6. Reference documents (including Contractor's Plans)

## **2.3. Contract Duration**

- 2.3.1. The Contract shall commence on 1<sup>st</sup> January 2017 and shall expire on the last day of cover under Line Item 2 of the Schedule of Requirement.
- 2.3.2. For all tasks authorised under Line Item 3 of the Schedule of Requirements, the Terms and Conditions of the Contract shall apply until all work has been completed to the satisfaction of the Authority's Project Manager as detailed in the DEFFORM111 – Appendix – Addresses and Other Information.

## **2.4. Cyber Security for Defence Suppliers**

- 2.4.1. The Defence Cyber Protection Partnership (DCPP) is a joint Ministry of Defence (MOD) / Industry initiative, which was initiated in 2012 and formally established in 2013, as part of the Defence Suppliers Forum's directive to improve the protection of the defence supply chain from the cyber threat.
- 2.4.2. Accordingly, for the purposes of this Contract, the Cyber Security for Defence Suppliers, Defence Standard 05-138 Issue 1 dated 21 August 2015 shall apply.

## **2.5. Sustainable Procurement – Legislative Requirements**

- 2.5.1. The Contractor shall take all reasonable steps to procure the observance of (the economic, social and environmental legislation) related to the subject matter of the execution of the Contract by any servants, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract.
- 2.5.2. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of (the economic, social and environmental legislation) related to the subject matter of the execution of the Contract by any servants, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract. The Contractor shall immediately notify the Authority at the address specified in the Contract.
- 2.5.3. Any convictions during the period of the Contract for criminal breaches of (the economic, social and environmental legislation) related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Contract.

## **2.6. Sustainable Procurement - Best Practice**

- 2.6.1. The Contractor is encouraged to bring to the attention of the Authority any measures, which might promote sustainable procurement from a social, economic and environmental point of view.

## **2.7. Security Measures (With Security Aspects Letter)**

- 2.7.1. For the purpose of DEFCON659A, the Secret Matter of the Contract is defined in the Department's letter reference PMVP/00006 dated 14<sup>th</sup> April 2016, as at Annex F. Changes in these classifications will be notified by the Authority's Commercial Officer to whom enquiries about the Security Aspects Letter should be addressed.
- 2.7.2. Submissions for approval under Clause 7 of the DEFCON659A shall be made in writing to the Authority's Project Manager shown at Box 2 of the DEFFORM 111 – Appendix – Addresses and Other Information.
- 2.7.3. Within 2 (two) weeks of Contract award the Contractor shall provide the Authority with a named point of contact to be responsible for the management of all classified documentation.
- 2.7.4. The Contractor shall also be responsible for informing the Authority of any Contractor staff changes within 10 business days of the staff change occurring. This is to ensure that all the Contractor's staff working on the ABEO project are known to the Authority and appropriate security and confidentiality documentation can be completed by the appropriate parties being cleared to the appropriate security level to work on the ABEO PDS Contract in accordance with the Security Aspects Letter at Annex F to the Contract.

## **2.8. Publicity, Media and Official Enquiries**

- 2.8.1. Without prejudice to the Authority's obligations under the Freedom of Information Act (FOIA), the Contractor shall not make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the Authority.

- 2.8.2. The Contractor shall take reasonable steps to ensure the observance of the provisions of this condition by all their servants, employees, agents, professional advisers and consultants. The contractor shall take all reasonable steps to ensure the observance of the provisions of this condition by its sub-contractors.
- 2.8.3. The provisions of this condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **2.9. Disruption**

- 2.9.1. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- 2.9.2. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than ten (10) Business Days before the action is due to take place, whether such action be by its own employees or others.
- 2.9.3. The Contract shall have robust contingency plans in place to ensure that, in the event of any industrial action contemplated by the Contractor Personnel provision of the Services is maintained and such contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the Contract Duration Period.

## **2.10. Exit**

- 2.10.1. On termination of the Contract, at any time and for whatever reason, the Authority shall not be liable for additional charge(s) that the Contract conditions that apportion liability to the Authority in respect of the winding up of the Contract, for the handover by the Contractor, to any successor Contractor or the Authority, of all the data relevant to the performance of this work by that successor Contractor.
- 2.10.2. To provide for the possibility of a handover to either a successor Contractor or the Authority on termination of the Contract, the Contractor shall make available, in a format which he would expect were he the successor Contractor, the following:
  - 2.10.2.1. Relevant Intellectual Property Rights (IPR) as identified in the CDRs (DEFFORM315) at Annex G to the Contract
  - 2.10.2.2. All Authority owned property in connection with the Contract (if applicable)
  - 2.10.2.3. All reports, databases, software etc. produced over the period of the Contract
  - 2.10.2.4. Relevant support documentation including repair specification and hardware (Jigs, Tools and Test Equipment). The handover shall include a provision within a 6 month period from termination of the Contract, for any successor Contractor or the Authority to be directly briefed by the present Contractor, in all matters that the successor Contractor or Authority may raise as

relevant to the past and/or future performance of work under the Contract.

### **2.11. Appointment of Prime Contractor and placing of Sub-Contracts**

- 2.11.1. For the purposes of this Contract and the work to be performed there under the Contractor shall be designated as the Prime Contractor, and shall accordingly be responsible to the Authority, subject of the provisions of the Contract, for the timely, economic and proper execution of the Contract as describe in the Schedule of Requirements.
- 2.11.2. Subcontracting any part of the Contract shall not relieve the Contractor of any obligation, duty or liability to the Contractor under the Contract.
- 2.11.3. The Contractor shall ensure that the terms and conditions of this Contract are reflected in all Sub-Contracts, at whatever level, to the extent necessary to enable the Contractor to fully meet his obligations to the Authority under the Contract.
- 2.11.4. The Contractor shall provide the Authority with a copy of any Sub-Contract if required.

### **2.12. Entire Agreement**

- 2.12.1. Except where expressly provided in this Contract, this Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understanding concerning the subject of this Contract.

### **2.13. Rights and Remedies**

- 2.13.1. Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

## **3. SPECIFICATIONS, PLANS, ETC**

DEFCON 68 (Edn. 06/15) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON 117 (Edn. 10/13) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 129 (Edn. 18/11/16) – Packagaing (For Articles other than Munitions)

DEFCON 129J (Edn. 18/11/16) - The Use Of The Electronic Business Delivery Form

DEFCON 502 (Edn. 06/14) - Specifications Changes

DEFCON 601 (Edn. 04/14) - Redundant Materiel

DEFCON 602B (Edn. 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 608 (Edn.10/14) - Access and Facilities to be Provided by the Contractor

DEFCON 612 (Edn. 10/98) - Loss Of or Damage to the Articles

DEFCON 624 (Edn. 11/13) - Use of Asbestos

DEFCON 627 (Edn.12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 637 (Edn.18/11/16) - Defect Investigation and Liability

DEFCON 644 (Edn. 05/15) – Marking Of Articles

### **3.1. Contractor Responsibilities**

- 3.1.1. All Core Service activities under Line Items 1 and 2 of the Schedule of Requirements shall be undertaken in accordance with the Statement of Work at Annex A to the Contract.
- 3.1.2. All Non-Core service activities under Line Item 3 of the Schedule of Requirements shall be performed by the Contractor as and when required on a ad-hoc task basis. Such tasks shall be notified to the Contractor and authorised by the Authority by means of a Tasking Form as at Annex B to the Contract. All authorised tasks shall be recorded on Annex C to the Contract by the Authority. The Authority shall issue a Contract Amendment periodically, which shall list all the details of each task authorised in the preceding period at Annex C to the Contract.
- 3.1.3. Each Tasking Form shall be identified by a discrete serial number in a sequential series together with the Contract number. The first such serial number shall be PMVP/00006/001. These numbers shall be quoted in all associated correspondence and documentation including claims for payment.
- 3.1.4. The Authority shall not be liable for any work performed by the Contractor prior to receipt of a fully authorised Tasking Form from the Authority.

### **3.2. Commercial Risk**

- 3.2.1. 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):
  - 3.2.1.1. particular risks and their impact; or
  - 3.2.1.2. risk reduction measures, contingency plans and remedial actions.
- 3.2.2. The Contractor 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.

### **3.3. Reliability and Maintainability**

- 3.3.1. For the purposes of the Contract, Defence Standard 00-040 Issue 5 shall apply.

#### **3.4. Configuration Management**

- 3.4.1. For the purposes of the Contract Defence Standard 05-57 Issue 6 entitled "Configuration Management of Defence Materiel" shall apply.

#### **3.5. NATO Quality Assurance Requirements (Design, Development and Production)**

- 3.5.1. For the purposes of the Contract, AQAP2110 Edition 3 entitled "NATO Quality Assurance Requirement for Design, Development and Production" shall apply.

#### **3.6. Concessions**

- 3.6.1. For the purposes of the Contract, Concessions shall be managed in accordance with Defence Standard 05-61 Part 1 (Concessions) Issue 5.

#### **3.7. Contractor Working Parties**

- 3.7.1. For the purposes of the Contract, any Contractor Working Parties shall be provided in accordance with Defence Standard 05-061 Part 4 (Issue 3) entitled "Quality Assurance Procedural Requirements – Contract Working Parties".

#### **3.8. Counterfeit Avoidance Management**

- 3.8.1. For the purposes of the Contract, Counterfeit Avoidance Management shall be managed in accordance with Def Stan 05-135 Issue 1 (Avoidance of Counterfeit Materiel).

#### **3.9. Quality Assurance Representative**

- 3.9.1. All reference to the Quality Assurance Representative in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

#### **3.10. Independent Safety Auditors, Advisors, and Assessors**

- 3.10.1. The Contractor shall provide access to records, including sub-contractor records, for contract purposes; to enable the MOD appointed Independent Safety Auditor to carry out safety audits and other assessment activities to meet MOD safety requirements.

#### **3.11. Contractors Personnel**

- 3.11.1. 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.
- 3.11.2. The Contractor warrants that it will provide suitably qualified personnel and all other resources necessary to complete the Contract. The Contractor shall immediately notify the Authority's Project Officer of any loss of key personnel and the proposed remedial action.

### **3.12. Access to Premises and Technical Information**

3.12.1. In addition to any rights specifically reserved elsewhere in the Contract, the Contractor shall provide to the Authority, or his authorised representatives, free access to all premises where the work of the Contract is being undertaken, and to all technical information relevant to the Contract for the purposes of co-ordinating and monitoring the nature and progress of the work. The Contractor shall provide any reasonable level of facilities required by the Authority, or his authorised representatives, in order to conduct his business on this Contract. The Contractor accordingly undertakes to permit such access to his own premises and to ensure that similar rights are secured in the terms and conditions of all Sub-Contracts.

3.12.2. The Authority shall give reasonable notice when access to the premises of the Contractor or any Sub-Contractors is required.

### **3.13. Business Continuity and Disaster Recovery Plan (BCDRP)**

3.13.1. The Contractor shall comply with the provisions of Annex H in relation to the Contract.

## **4. PRICE**

DEFCON 127 (Edn. 12/14) - Price Fixing Condition for Contracts of Lesser Value

DEFCON 619A (Edn. 09/97) - Customs Duty Drawback

DEFCON 643 (Edn. 12/14) – Price Fixing (Non-Qualifying Contracts)

### **4.1. Price**

4.1.1. The prices payable shall be firm (non-revisable) for each Line Item of the Schedule of Requirements as follows:

4.1.1.1. Line Items 1 and 2 – The price of these line items is a Firm Price as per the Schedule of Requirements.

4.1.1.2. Line Item 3 – The Firm Price for Ad-hoc Non-Core service tasks conducted under Line Item 3 of the Schedule of Requirements shall be agreed by the signature of the Tasking Form at Annex B and incorporation of the Tasks on Annex C to the Contract, utilising the agreed Man Hour Rates at Annex D to the Contract.

### **4.2. Import Duty**

4.2.1. No import duty shall be included in the Contract price for any Articles imported in support of this Contract. Articles imported between EU states are free from duty. Articles imported from outside the EU are deemed to be military equipment under the terms of the EU Regulations and as such will be granted exemption from duty by the Authority. If required a certificate to the Contractor will be actioned by the Authority's Finance Officer within one month of Contract Award.

## **5. INTELLECTUAL PROPERTY RIGHTS**

DEFCON 14 (Edn. 11/05) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

Shall only apply where indicated on the Non-Core Service Tasking Form and accompanied by a DEFFROM 315.

DEFCON 15 (Edn. 02/98) - Design Rights and Rights To Use Design Information

Shall only apply where indicated on the Non-Core Service Tasking Form and accompanied by a DEFFROM 315.

DEFCON 16 (Edn. 10/04) - Repair and Maintenance Information

DEFCON 21 (Edn. 01/58) - Retention of Records

DEFCON 90 (Edn. 11/06) - Copyright

DEFCON 632 (Edn. 08/12) - Third Party Intellectual Property - Rights and Restrictions

### **5.1. Procedure for Making Direct Agreements with Sub-Contractors**

5.1.1. The Contractor shall not place any sub-contract or order involving the design or development of equipment required under this contract without the prior approval of the Authority.

5.1.2. The Contractor shall not enter into any commitment in relation to the equipment specified at DEFFORM177, as may be amended from time-to-time, until the Sub-Contractor has entered into an agreement with the Authority in the form set out at Annex J. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the sub-contractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to the Authority's Commercial Officer (see Box 1 of the DEFFORM111 – Appendix – Addresses and Other Information) and await further instructions before placing the sub-contract or order.

### **5.2. Contract Data Requirements**

5.2.1. The provision of Contract Data shall be in accordance with Guidelines for Industry No.10 and shall follow the format of DEFFORM 315 (Contract Data Requirement). The Contract Data Requirements for this Contract are at Annex K to the Contract.

## **6. LOANS**

DEFCON 23 (Edn. 08/09) – Special Jigs, Toolings And Test Equipment

DEFCON 76 (Edn. 12/06) - Contractor's Personnel at Government Establishments

DEFCON 611 (Edn. 02/16) - Issued Property

DEFCON 694 (Edn. 03/16) - Accounting For Property of the Authority

### **6.1. Government Furnished Assets**

6.1.1. For the Purposes of this Contract, Government Furnished Assets (GFA) shall be the Authority owned property which is listed at Annex G.

- 6.1.2. The Authority will be responsible for providing/making the GFA available free of charge to the Contractor. All such GFA loaned to the Contractor shall be classed as "Issued Property" and subject to the provisions of DEFCON 611 (Issued Property) and shall be recorded by the Contractor in accordance therewith.
- 6.1.3. In respect of GFA issued by the Authority under this Contract as contemplated by clause 7 of DEFCON 611, the Contractor may at any time following receipt of the GFA notify the Authority of defects, deficiencies or discrepancies discovered in such GFA, and thereafter the provisions of clauses 5 and 6 of DEFCON 611 shall apply to that GFA. For the avoidance of doubt, the Contractor shall not be liable for any delay or failure to perform its obligations under this Contract which result from the presence of such defects, deficiencies or discrepancies in the GFA provided that the Contractor has notified the Authority immediately upon discovery of such defect, deficiencies or discrepancies.
- 6.1.4. The Contractor shall observe any instructions from the Authority regarding the use of any GFA issued for the purposes of this Contract.
- 6.1.5. All items loaned in accordance with this condition shall be returned to the Authority at the end of the date of supply and return period detailed at Annex G (or any mutually agreed extension to the specified loan period).
- 6.1.6. The Parties shall keep each other informed of any delay to the delivery/receipt of GFA as soon as reasonably practicable. Without prejudice to DEFCON 611 (Issued Property), in the event of a delay or any other action, inaction or omission of the Authority in relation to the provision of GFA which prevents or delays the performance by the Contractor of its obligations under this Contract, the Contractor shall be relieved of liability which, but for this condition 6.1.6, would attach to the Contractor as a result. The extent of the relief granted hereunder shall be limited to the extent that the Contractor can demonstrate that such prevention or delay suffered is as a direct result of the Authority's delay or any other action, inaction or omission of the Authority in relation to the provision of GFA .
- 6.1.7. The Authority does not give any warranty or undertaking as to the completeness, accuracy or fitness for any purpose of any of the Authority provided information and neither the Authority nor its agents or employees shall be liable to the Contractor in Contract (save as expressly provided elsewhere in the Contract), tort, statute or otherwise as a result of any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind in the Authority provided information.

## **6.2. Security Of Ministry Property**

- 6.2.1. The Contractor should be aware of all security implications when performing MOD work and shall take the necessary precautions to protect his staff and premises.
- 6.2.2. The Contractor shall be entirely responsible for the security of all Authority owned property in his possession for the purpose of the Contract. Such property must not be left unattended in any place accessible to the public, and, except when actually being worked on, they must be effectively secure.
- 6.2.3. It is emphasised that the Contractor is responsible for ensuring the security requirements are met to the complete satisfaction of the

Authority. In the event that the Contractor does not comply with the security requirements to the full satisfaction of the Authority, the Authority shall have the right to withhold any further work under this Contract until such time as security requirements are complied with.

## 7. DELIVERY/PERFORMANCE

DEFCON5J (Edn. 18/11/16) - Unique Identifiers

Where used in conjunction with contracts for services, Clause 2 of the DEFCON shall not apply.

DEFCON 113 (Edn. 02/16) – Diversion Orders

DEFCON 507 (Edn. 10/98) – Delivery

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

DEFCON 524 (Edn. 10/98) – Rejection

DEFCON 525 (Edn. 10/98) – Acceptance

DEFCON 612 (Edn. 10/98) - Loss Of or Damage to the Articles

DEFCON 621A (Edn. 06/97) - Transport (If the Authority Is Responsible For Transport)

DEFCON 621B (Edn. 10/04) - Transport (If Contractor Is Responsible For Transport)

### 7.1. Self-To-Self Delivery

7.1.1. 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 delivery'), 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.

### 7.2. Performance Monitoring Process

7.2.1. The Contractor's performance shall be measured bi-annually with periods dictated by the Progress Report schedule, using the Performance Indicators (PI) and Key Performance Indicators (KPI) in the table below. The performance against each PI and KPI shall be assessed as Satisfactory (GREEN), Cause for Concern (AMBER) or Unsatisfactory (RED) in accordance with the Performance Criteria detailed for each PI and KPI in the following sections of this document.

Ref	Description
Key Performance Indicators	
KPI 1	Issue of Progress Reports
KPI 2	Provision of Tasking Information
KPI 3	Completion of Agreed Tasks
Performance Indicators	
PI 1	Meetings

PI 2	Response time to Project Advice and Assistance
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**7.3. Performance Criteria**

7.3.1. Where the performance measurement review has established that satisfactory performance levels (GREEN) have been provided by the Contractor, the Authority shall authorise claims for payment of work undertaken against Line item 2 of the Contract on a bi-annual basis in arrears in accordance with clause 8.1 of the contract. In the event that the Contractor’s performance against any of the PIs or KPIs at Annex E to the Contract has not been satisfactory, the Authority shall withhold an element of the payment as a remedy for poor performance in accordance with the criteria detailed below:

Level	Performance Criteria	Effect on Payment
<b>GREEN</b>	All KPIs and PIs met	Full payment of sum due under Item 2 of the Contract for that period
<b>AMBER</b>	Up to one KPIs at Amber, rest Green	10% withhold of sum due under Item 2 of the Contract for that period
<b>AMBER</b>	Up to two PIs at Amber rest Green	5% withhold of sum due under Item 2 of the Contract for that period
<b>AMBER</b>	Two or more KPIs at Amber	15% withhold of sum due under Item 2 of the Contract for that period
<b>RED</b>	One KPI red remainder green	15% withhold of sum due under Item 2 of the Contract for that period
<b>RED</b>	Two PIs red remainder green	10% withhold of sum due under Item 2 of the Contract for that period
<b>RED</b>	Two KPIs red or one KPI red with one or more KPI and/or PI Amber	20% withhold of sum due under Item 2 of the Contract for that period

7.3.2. Where the following performance measurement review establishes that the level of performance has been restored to GREEN then the Contractor may claim payment of the amount withheld by the Authority in the previous period under condition 8.1.

7.3.3. Where a PI or KPI is AMBER or RED and it is agreed with the Authority that the circumstances giving rise to the AMBER or RED performance are not within the reasonable control of the Contractor then the impact of that PI or KPI evaluation shall be excluded from the performance measurement for the purposes of withholding payment.

**7.4. Continuous Monitoring**

7.4.1. Where a PI or KPI remains at same level of AMBER or RED of performance for two consecutive periods, the value of the payment withheld by the Authority in the previous period will cease to be available for payment and shall be removed from the total Contract Price.

7.4.2. Where a PI or KPI shows an improvement in the level of performance but the overall performance has not been restored to GREEN, then half of the amount withheld by the Authority in the previous period shall be payable to the Contractor. The remaining half of the payment withheld in the previous period under condition 8.1 shall cease to be available for payment and this shall be removed from the total Contract Price.

## **7.5. Unsatisfactory Performance**

- 7.5.1. The Contractor's performance will be judged unsatisfactory where there are consecutive RED indicators against any one KPI for a period of two (2) periods, and/or where fifty percent (50%) or more of the KPIs and PIs to the Contract in any one period are AMBER or RED.
- 7.5.2. When an unsatisfactory performance occurs, the Contractor shall deliver a report to the Authority within five (5) working days of the event causing the failure of performance detailing the circumstances and any mitigating factors. The Contractor shall arrange a meeting at no expense to the Authority, within ten (10) working days following delivery of the report to the Authority, whereby the Authority and the Contractor shall agree a programme and date for improvement. The Authority may exercise its further rights of remedy under the Contract if the Contractor remains in default.

## **8. PAYMENTS/RECEIPTS**

DEFCON 513 (Edn. 11/16) - Value Added Tax

DEFCON 522 (Edn. 18/11/16) - Payment and Recovery of Sums Due

DEFCON 534 (Edn. 18/11/16) – Subcontracting and Prompt Payment

### **8.1. Payment**

- 8.1.1. Payment for the Core Service shall be made bi-annually in arrears, and shall follow the Performance Monitoring Process set out in condition 7.3.
- 8.1.2. Payment for Non Core Service Tasks shall be made as per the tasking procedure detailed at Annex B to the Contract.

### **8.2. Currency**

- 8.2.1. All sums payable by either Party under this Contract shall be paid in UK Pounds Sterling.

### **8.3. Compliance with the Electronic Transactions Agreement**

- 8.3.1. The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30, reference ASIPT/Amsafe Bridport Ltd 30V2CORPORATE(EDN01/07) dated 14<sup>th</sup> August 2007. The meaning of Purchase Order and Order Acknowledgement messages shall be as defined in the Contract and the terms and conditions of the Contract shall take precedence in all circumstances.

## **9. CONTRACT ADMINISTRATION**

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

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

For the purposes of the Contract, the frequency of reports shall be bi-annual.

DEFCON 605 (Edn. 09/14) - Financial Reports

For the purposes of the Contract, the frequency of reports shall be yearly.

DEFCON 609 (Edn. 06/14) - Contractor's Records

DEFCON 642 (Edn. 06/14) - Progress Meetings

### **9.1. Progress Review Meetings and Progress Reports**

- 9.1.1. Throughout the duration of this Contract, Progress Reviews may be held at the Authority's discretion in accordance with the Statement of Work at Annex A. The location, dates and times of Progress Meetings (PMs) shall be mutually agreed between the Authority's Project Manager and the Contractor.
- 9.1.2. The Contractor shall provide Progress Reports Ten (10) working days after the request from the Authority's Project Manager. In accordance with DEFCON604, the Progress Report shall be submitted by the Contractor, in a format to be agreed with the Authority's Project Manager - Box 2 of the DEFFORM 111 – Appendix – Addresses and Other Information. This Report should cover progress since the previous report together with any significant deviations from the programme in accordance with the requirements set out at paragraph 3.6 in the Statement of Work at Annex A to the Contract. The submission of any report shall not be taken to amend any of the terms of Contract or in any way prejudice the rights of the Authority under the Contract.
- 9.1.3. Unless otherwise stated in the Statement of Work at Annex A to the Contract, the Authority shall chair all meetings and the Contractor will provide secretarial services for these meetings. An agenda will be distributed by the Contractor five (5) working days prior to the date of the meeting to which it refers and draft minutes will be circulated within Ten (10) working days of the relevant meeting.
- 9.1.4. The Contractor shall be represented at meetings by personnel suitably qualified and authorised to discuss the subject matter of the meeting and have the delegation necessary to make decisions.
- 9.1.5. Notwithstanding submission of formal reports under the Contract the Contractor shall promptly report to the Authority any occurrence likely to impede progress of the work and prevent completion of the Contract in a timely manner.
- 9.1.6. The front page of any minutes produced as a result of any meeting between the Authority and the Contractor shall state: "Nothing in these minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the Terms and Conditions of the Contract."

## Appendix A - Addresses and Other Information

### 1. Commercial Officer

Name: [REDACTED] (DES LE OSP-PMVP-ComrcI-Sp7)

Address:  
Protected Mobility Vehicle Programme  
Spruce 2A, #1309,  
Abbey Wood  
BS34 8JH  
Email: [REDACTED]  
☎ [REDACTED]

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

Name: [REDACTED] (DES LE OSP-PMVP-Engr-Mgr)

Address:  
Protected Mobility Vehicle Programme  
Spruce 2A, #1309,  
Abbey Wood  
BS34 8JH  
Email: [REDACTED]  
☎ [REDACTED]

### 3. Packaging Design Authority

Organisation and point of contact:

N/A

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



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



(b) U.I.N.

### 5. Drawings/Specifications are available from

CONTRACTOR

### 6. Intentionally Blank

### 7. Quality Assurance Representative:

Name: [REDACTED] (DES LE OSP-PMVP-QA-SnrMgr)

Address:  
Protected Mobility Vehicle Programme  
Spruce 2A, #1309,  
Abbey Wood  
BS34 8JH  
Email: [REDACTED]  
☎ [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

The items are to be consigned as follows:

See Schedule of Requirement

### 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 Tel 01869 256052 (option 2, then option 3);  
JSCS Fax No 01869 256837 [www.freightcollection.com](http://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 Arcott

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

**Applications via fax or email:** [DESLCSLS-](mailto:DESLCSLS-)

[OpsFormsandPubs@mod.uk](mailto:OpsFormsandPubs@mod.uk).

### NOTES

1. **Forms.** Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.\* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Website;

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